

# GIS REGISTRY INFORMATION

<b>SITE NAME:</b>	Patrons Mercantile Cooperative			<b>FID #</b>	
<b>BRRTS #:</b>	02-13-001492			(if appropriate):	
<b>COMMERCE #</b> (if appropriate):	53515-9418-09				
<b>CLOSURE DATE:</b>	May 10, 2006				
<b>STREET ADDRESS:</b>	1009 Mills St				
<b>CITY:</b>	Black Earth				
<b>SOURCE PROPERTY GPS COORDINATES</b> (meters in WTM91 projection):		<b>X =</b>	540299	<b>Y =</b>	296449
<b>CONTAMINATED MEDIA:</b>	Groundwater	<input type="checkbox"/>	Soil	<input type="checkbox"/>	Both <input checked="" type="checkbox"/>
<b>OFF-SOURCE GW CONTAMINATION &gt;ES:</b>		Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
<b>• IF YES, STREET ADDRESS:</b>	A)1422 Webb Street, B)1432 Webb Street				
<b>• GPS COORDINATES</b> (meters in WTM91 projection):	<b>X =</b>	A)540317, B)540309		<b>Y =</b>	A)296442, B)296439
<b>OFF-SOURCE SOIL CONTAMINATION</b> >Generic or Site-Specific RCL (SSRCL):		Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
<b>• IF YES, STREET ADDRESS 1:</b>					
<b>• GPS COORDINATES</b> (meters in WTM91 projection):	<b>X =</b>			<b>Y =</b>	
<b>CONTAMINATION IN RIGHT OF WAY:</b>		Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
<b><u>DOCUMENTS NEEDED</u></b>					
Closure Letter, and any conditional closure letter issued or denial letter issued.					<input checked="" type="checkbox"/>
Copy of most recent deed, including legal description, for all affected properties					<input checked="" type="checkbox"/>
Certified survey map or relevant portion of the recorded plat map (if referenced in the legal description) for all affected properties					<input checked="" type="checkbox"/>
County Parcel ID number, if used for county, for all affected properties					<input checked="" type="checkbox"/>
<b>Location Map</b> which outlines all properties within contaminated site boundaries on USGS topographic map or plat map in sufficient detail to permit the parcels to be located easily (8.5x14" if paper copy). If groundwater standards are exceeded, the map must also include the location of all municipal and potable wells within 1200' of the site.					<input checked="" type="checkbox"/>
<b>Detailed Site Map(s) for all affected properties</b> , showing buildings, roads, property boundaries, contaminant sources, utility lines, monitoring wells and potable wells. (8.5x14", if paper copy) This map shall also show the location of all contaminated public streets, highway and railroad rights-of-way in relation to the source property and in relation to the boundaries of groundwater contamination exceeding ch. NR 140 ESs and soil contamination exceeding ch. NR 720 generic or SSRCLs.					<input checked="" type="checkbox"/>
<b>Tables of Latest Groundwater Analytical Results (no shading or cross-hatching)</b>					<input checked="" type="checkbox"/>
<b>Tables of Latest Soil Analytical Results (no shading or cross-hatching)</b>					<input checked="" type="checkbox"/>
<b>Isoconcentration map(s), if required for site investigation (SI)</b> (8.5x14" if paper copy). The isoconcentration map should have flow direction and extent of groundwater contamination defined. If not available, include the latest extent of contaminant plume map.					<input checked="" type="checkbox"/>
<b>GW: Table of water level elevations, with sampling dates, and free product noted if present</b>					<input checked="" type="checkbox"/>
<b>GW: Latest groundwater flow direction/monitoring well location map (should be 2 maps if maximum variation in flow direction is greater than 20 degrees)</b>					<input checked="" type="checkbox"/>
<b>SOIL: Latest horizontal extent of contamination exceeding generic or SSRCLs, with one contour</b>					<input checked="" type="checkbox"/>
<b>Geologic cross-sections, if required for SI.</b> (8.5x14" if paper copy)					<input checked="" type="checkbox"/>
<b>RP certified statement that legal descriptions are complete and accurate.</b>					<input checked="" type="checkbox"/>
<b>Copies of off-source notification letters (if applicable)</b>					<input checked="" type="checkbox"/>
<b>Letter informing ROW owner of residual contamination (if applicable)(public, highway or railroad ROW)</b>					<input checked="" type="checkbox"/>
<b>Copy of (soil or land use) deed restriction (s) or deed notice if any required as a condition of closure</b>					<input type="checkbox"/>
<b>Copy of any maintenance plan referenced in the deed restriction</b>					<input type="checkbox"/>



ENVIRONMENTAL & REGULATORY SERVICES DIVISION  
BUREAU OF PECFA  
P.O. Box 8044  
Madison, Wisconsin 53708-8044  
TDD #: (608) 264-8777  
Fax #: (608) 267-1381  
Jim Doyle, Governor  
Mary P. Burke, Secretary

May 10, 2006

Andy Fiene  
Premier Coop  
501 W Main St  
PO Box 230  
Mt Horeb, WI 53572

RE: **Final Closure**

**Commerce # 53515-9418-09 DNR BRRTS # 02-13-001492**  
Patrons Mercantile Coop, 1009 Mills St, Black Earth

Dear Mr. Fiene:

The Wisconsin Department of Commerce (Commerce) has received all items required as conditions for closure of the site referenced above. This case is now listed as "closed" on the Commerce database and will be included on the Department of Natural Resources (DNR) Geographic Information System (GIS) Registry of Closed Remediation Sites to address residual contamination. It is in your best interest to keep all documentation related to the environmental activities that were conducted.

If residual contamination is encountered in the future, it must be managed in accordance with all applicable state and federal regulations. If it is determined that any remaining contamination poses a threat, the case may be reopened and further investigation or remediation may be required.

Thank you for your efforts to bring this case to closure. If you have any questions, please contact me in writing at the letterhead address or by telephone at (608) 266-0562.

Sincerely,

Alan A. Hopfensperger  
Senior Hydrogeologist  
Site Review Section

cc: Jeffrey J. King, Gannett Fleming Inc



ENVIRONMENTAL & REGULATORY SERVICES DIVISION  
BUREAU OF PECFA  
P.O. Box 8044  
Madison, Wisconsin 53708-8044  
TDD #: (608) 264-8777  
Fax #: (608) 267-1381  
Jim Doyle, Governor  
Mary P. Burke, Secretary

December 21, 2005

Andy Fiene  
Premier Coop  
501 W Main St  
PO Box 230  
Mt Horeb, WI 53572

RE: **Conditional Case Closure**

**Commerce # 53515-9418-09**                      WDNR BRRTS # 02-13-001492  
Patrons Mercantile Cooperative, 1009 Mills St, Black Earth

Dear Mr. Fiene:

The Wisconsin Department of Commerce (Commerce) has reviewed the request for case closure prepared by your consultant, Gannett Fleming, Inc., for the site referenced above. It is understood that residual soil and groundwater contamination remains on-site. Commerce has determined that this site does not pose a significant threat to the environment and human health. No further investigation or remedial action is necessary.

**The following conditions must be satisfied to obtain final closure:**

- Please provide abandonment documentation for monitoring wells MW-1, MW-2, MW-3, MW-4, MW-5, MW-7 and MW-8 in accordance with Chapter NR 141.25, Wis. Adm. Code.

This letter serves as your written notice of "no further action". Timely filing of your final PECFA claim (if applicable) is encouraged. If your claim is not received within 120 days of the date of this letter, interest costs incurred after 60 days of the date of this letter will not be eligible for PECFA reimbursement. Costs associated with recording deed notices or other restrictions are not eligible for PECFA reimbursement, and the recording of these notices should not delay the claim submittal process.

Thank you for your efforts to protect Wisconsin's environment. If you have any questions, please contact me in writing at the letterhead address or by telephone at (608) 266-0562.

Sincerely,

A handwritten signature in black ink that reads "Alan A. Hopfensperger". The signature is written in a cursive, flowing style.

Alan A. Hopfensperger  
Hydrogeologist  
Site Review Section

cc: Matthew B. Miller, Gannett Fleming, Inc.  
Case File

928972

VOL. 656 MAR 30

This Indenture, Made this 13th day of April, 1956

between Joseph B. Eagan and Edith Eagan, his wife,

Patrons' Mercantile Company, Black Earth, Wisconsin,

a Corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, located at  
Black Earth, Wisconsin, party of the second part.Witnesseth, That the said party of the first part, for and in consideration of the sum of  
Four Thousand Dollars (\$4,000.00)

to them in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, have given, granted, bargained, sold, remised, released, aliened, conveyed and confirmed, and by these presents do give, grant, bargain, sell, remise, release, alien, convey and confirm unto the said party of the second part, its successors and assigns forever, the following described real estate, situated in the County of Dane and State of Wisconsin, to-wit:

The North Sixteen and one-half (16½) feet of Lot Two (2) and all of Lot Eleven (11), Block One (1), in Webb and Warner's Addition to the village of Black Earth, Dane County, Wisconsin, according to the village plat thereof.

Party of second part to pay all of 1956 taxes on above premises.



Together with all and singular the hereditaments and appurtenances thereunto belonging or in any wise appertaining; and all the estate, right, title, interest, claim or demand whatsoever, of the said party of the first part, either in law or equity, either in possession or expectancy of, in and to the above bargained premises, and their hereditaments and appurtenances.

To have and to hold the said premises as above described with the hereditaments and appurtenances unto the said party of the second part, and to its successors and assigns FOREVER.

1963362

CORRECTION DEED

Vol 87687A 85

THIS INDENTURE, Made this 12 day of July, 1986, by the Village of Black Earth, a Wisconsin Municipal Corporation located in Dane County, Wisconsin, Grantor, hereby quit-claims to Patrons Mercantile Cooperative, a cooperative duly organized and existing under and by virtue of the laws of the State of Wisconsin with its principal place of business in the Village of Black Earth, Dane County, Wisconsin, its successors and assigns in consideration of the sum of One Dollars (\$1.00) and other good and valuable considerations, to it paid the following described real estate in Dane County, State of Wisconsin:

Parcel No. one (1) and parcel no. two (2),  
Certified Survey Map No. 4833 recorded in the  
office of the Register of Deeds for Dane County,  
Wisconsin in volume 21 of Certified Survey Map,  
pages 218 and 219, as document number 1912858.

(Being a part of the Northwest One Quarter of  
the Southeast One Quarter of Section 26, Town  
8 North, Range 6 East, Village of Black Earth,  
Dane County, Wisconsin.)

FEE  
#.....3.....  
EXEMPT

Parcel No. two (2) of Certified Survey Map #4834  
recorded in the Office of the Register of Deeds for  
Dane County, Wisconsin, in Volume 21 of Certified  
Survey Maps, Page 220 and 221 as Document #1912859  
and a portion of Parcel No. 4 of said Survey Map  
#4834 described as follows:

Commencing at the Northwest corner of said Parcel  
No. 4 thence S 0° 14' 10" East, along the westerly  
line of said Parcel No. 4, 18.31 feet; thence  
S 64° 32' 17" East along the southerly line of said  
Parcel No. 4, 349.39 feet; thence N 0° 14' 10" West  
to the northerly line of said Parcel No. 4, 18.31  
feet; thence N 64° 32' 17" West along the northerly  
line of said Parcel No. 4, 349.39 feet to the place  
of beginning.

(Being a part of the Southeast One Quarter of the  
Northwest One Quarter, the Northeast One Quarter of  
the Southwest One Quarter and the Northwest One  
Quarter of the Southeast One Quarter of Section 26,  
Town 8 North, Range 6 East, Village of Black Earth,  
Dane County, Wisconsin.)

This conveyance is subject to sidetrack easements and  
utility easements as shown on said certified surveys and any and  
all easements and reservations of record.

This is not homestead property.

The purpose of this deed is to correct the description in  
the quit claim deed dated February 12, 1986, from the above named

600

Grantor, Village of Black Earth, to the above named Grantee, Patrons Mercantile Cooperative (original deed) and which said deed was recorded on Page 8765 in the office of the Register of Deeds for Dane County, Wisconsin in volume 212 of Page 1 on page 14415. By error Parcel No. 1 of Certified Survey Map No. 4834 was included in the original deed and also by error the above described portion of Parcel No. 4 was not included. These errors in description are corrected by this deed and it is hereby provided that the description in this correction deed correctly describes the property sold and conveyed by said Grantor to said Grantee.

This correction deed is made, executed and delivered by the Village President and Village Clerk of the Village of Black Earth pursuant to a resolution of the Village Board authorized and directing this conveyance.

IN WITNESS WHEREOF, the said VILLAGE OF BLACK EARTH, Dane County, Wisconsin, party of the first part, by its Village Board has caused these presents to be signed by David Hosking, its Village President and countersigned by Susan Barsness, its Village Clerk, at Black Earth, Wisconsin, and its corporate seal to be hereunto affixed this 15th day of July, 1986.

VILLAGE OF BLACK EARTH, DANE COUNTY,  
WISCONSIN

By: David Hosking  
Village President

Countersigned: Susan Barsness  
Village Clerk

STATE OF WISCONSIN )  
COUNTY OF DANE ) SS

Personally came before me this 15th day of July, 1986, the above named David Hosking, Village President and Susan Barsness, Village Clerk of the above named Village, to me known to be the persons who executed the foregoing instrument and to me known to be such Village President and such Village Clerk of said Village and acknowledged that they executed the foregoing instrument as such officers as the deed of said Village by its authority.

Stephen P. Jaka  
Notary Public, State of Wisconsin  
My commission expires Feb. 2, 1987

This instrument prepared by  
John G. Kramer, Attorney,  
Kenneshaw, Wisconsin

VOL 8765 PAGE 87

RECEIVED  
JUL 16 11 25 AM '68  
FEDERAL BUREAU OF INVESTIGATION  
U.S. DEPARTMENT OF JUSTICE

Return:  
Black Ranch Village Office  
1210 miles at  
Black Ranch Village

**TERMINATION OF DECEDENT'S PROPERTY INTEREST**

- Joint Tenancy or Life Estate Termination [s. 867.045] or
- Summary Confirmation of Interest in Property [s. 867.046]

Decedent's Name <u>Lawrence Oscar Nelson</u>			
Address of Decedent at Date of Death <u>1422 Webb St. Black Earth, Wi., 53515</u>		City <u>Black Earth</u>	State <u>Wi.</u>
Date of Death <u>MARCH 23, 1993</u>		Social Security Number <u>347-12-0808</u>	

**Presentation of Death Certificate**

I certify that I have viewed a certified copy of the decedent's death certificate.

Jan. L. L. L.**APR 12 1993**

Register of Deeds signature

Date

RECORDING OFFICE  
DANE COUNTY, WI.  
JANUARY  
REGISTER OF DEEDS  
RECORDED ON**APR 12 2 30 PM '93**

VOL 22282 PAGE 62

**2454253**

This interest in real estate is terminated under (check one):

☒ s. 867.045 which pertains to real property in which the decedent was a joint tenant,\* had a vendor's or mortgagee's interest, or had a life estate. \*(You must provide a copy of the deed establishing joint tenancy.)

☐ s. 867.046 which pertains to (1) real property of a decedent specified in a marital property agreement, and also to (2) survivorship marital property. (You must provide a copy of the deed establishing survivorship marital property.)

**Presentation of real property tax bill.**

Present with this document a copy of the real property tax bill for each parcel for the year immediately preceding decedent's death.

**Presentation of deed establishing joint tenancy or survivorship marital property.**This deed is found in volume/real 518 page/image 543 of (check one) Records ☐ Deeds ☒.**Description of the real estate.**

Include only the extent of ownership (or vendor or mortgagee's interest) in land at the time of the decedent's death. If the extent of land is exactly the same as on the deed, a copy of the deed may be attached to describe the real estate.

The legal description of the property is as follows: (If more space is needed, attach pages.)

Attached

Record this document with the Register of Deeds in the county where the real estate is located. Recording fee is \$25 as per s. 867.045, 867.046.

Return to: Margaret Nelson  
1422 Webb St.  
Black Earth, Wi., 53515**DECLARATION:** I, we declare that this document is to the best of my (our) knowledge and belief, true, correct and complete and is in conformity with the provisions and limitations of the Wisconsin Statutes. (If more space is needed, attach pages.)

Name and Address of Person Receiving Property	Relationship to Decedent	Signature (Notarized)	Date
<u>Margaret Nelson</u> <u>1422 Webb St.</u> <u>Black Earth, Wi., 53515</u>	<u>Spouse</u>	<u>Margaret F. Nelson</u>	<u>4-9-93</u>

**AUTHENTICATION or ACKNOWLEDGEMENT**The above named person(s) was sworn to before me on (date) 4/9/93

This document was drafted by (print or type name below)

Signature of notary or other person authorized to administer an oath (as per s. 706.06, 706.07)

Stephen D. Nelson

Print or type name

Stephen D. Nelson

State of Wisconsin, County of

Dane

Notary

2500



769088

This Indenture, Made this 22 day of July, 1948,

between

Florence Thorp, also known as Florence Shackelton Thorp

party of the first part, and

Lawrence O. Nelson and Margaret F. Nelson,

husband and wife, as joint tenants, parties of the second part.

Witnesseth, That the said party of the first part, for and in consideration of the sum of

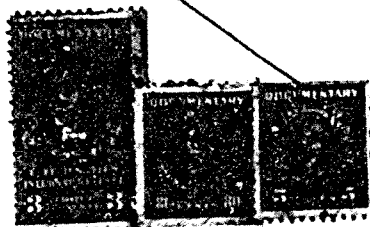
Three thousand two hundred

Dollars,

to her in hand paid by the said parties of the second part, the receipt whereof is hereby confessed and acknowledged, has given, granted, bargained, sold, remised, released, aliened, conveyed and confirmed, and by these presents do give, grant, bargain, sell, remise, release, alien, convey and confirm unto the said parties of the second part, as joint tenants, the following described real estate situated in the County of Dane, Wisconsin, to-wit:

LOT THREE (3) and LOT TEN (10), BLOCK ONE (1),  
WEBB AND WARNERS ADDITION TO THE VILLAGE OF BLACK EARTH.

VOL 22282 PAGE 64



Together, with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining; and all the estate, right, title, interest, claim or demand whatsoever, of the said part of the first part, either in law or equity, either in possession or expectancy of, in and to the above bargained premises, and their hereditaments and appurtenances.

To have and to hold, the said premises as above described with the hereditaments and appurtenances, unto the said parties of the second part, as joint tenants.

And the said, Florence Thorp

party of the first part, for herself, her heirs, executors and administrators, do as covenant, grant, bargain and agree to and with the said parties of the second part, and to and with the survivor of them, his or her heirs and assigns, that at the time of the enrolling and delivery of these presents she well seized of the premises above described,

***This Warranty Deed***, made between Kathleen B. Bullis, Grantor, and Kathleen B. Bullis, Trustee of the Kathleen B. Bullis Revocable Living Trust dated April 26, 2004, and any amendments thereto, Grantee,

***Witnesseth***, that the said Grantor, for a valuable consideration does hereby convey and Warranty to Grantee and Grantee's successors-in-trust and assigns, all Grantor's interest in the following described real estate in Dane County, State of Wisconsin:

REL. FEE: 10.00  
Pages: 2

000578

Recording Area

Name and Return Address

Atty. Michael J. Wyngaard  
Wyngaard Law Office LLC  
8517 Excelsior Drive, Suite 403  
Madison, WI 53717

107/0806-263-0047-1

107/0806-263-0040-1

Parcel Identification Number

THIS DEED IS MADE TO CORRECT DOCUMENT # 3931466

**The following described lands, being a part of Lot 5, Block 1, Webb and Warner's Addition to the Village of Black Earth, located in the Northeast Quarter of the Southwest Quarter, Section 5, Town 8 North, Range 6 East, Village of Black Earth, described as follows, to-wit:**

**Commencing at the Southeast corner of said Lot 5, thence Northerly along the East of Lot 5 a distance of 73.87 feet to a point, thence at right angles to said Easterly boundary line Westerly a distance of 3.5 feet to a point, thence Northern parallel with the Easterly boundary line a distance of 26 feet to a point, thence Easterly parallel with the South boundary line a distance of 3.5 feet to the East boundary line of said lot, thence Southerly along said East boundary line to point of beginning.**

**Lots Four (4) and Nine (9), Block One (1), Webb and Warner's Addition, in the Village of Black Earth.**

The property conveyed by this deed is according to the recorded plat, if any, and further subject to all easements, restrictions, reservations and covenants of record.

This is Homestead Property.

2/13

personal property, to grant easements or charges of any kind, to release, convey or assign any right, title or interest in or about or easement appurtenant to the Property or any part thereof, and to deal with the Property and every part thereof in all other ways and for such other considerations as it would be lawful for any person owning the same to deal with the same, whether similar to or different from the ways above specified, at any time or times thereafter.

In no case shall any party dealing with the Trustee in relation to the Property, or to whom the Property or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by the Trustee, be obliged to see the application of any purchase money, rent, or money borrowed or advanced on the Property, or be obligated to see that the terms of this trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of the Trustee, or be obligated or privileged to inquire into any of the terms of said trust agreement; and every deed, trust deed, mortgage, lease or other instrument executed by the Trustee in relation to said real estate shall be conclusive evidence in favor of every person relying upon or claiming under such conveyance, lease or other instrument, (a) that at this time of the delivery thereof the trust created by this indenture and by the trust agreement was in full force and effect, (b) That such conveyance or other instrument was executed in accordance with the trust's condition and limitations contained in this indenture and in the trust agreement or in some amendment thereof and binding upon all beneficiaries thereunder, (c) that the Trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, successors-in-trust have been properly appointed and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of its, his or her predecessors in trust.

The interest of each and every beneficiary hereunder and of all persons claiming under them or any of them shall be only in the earnings, avails and proceeds arising from the sale or other disposition of the real estate, and such interest is hereby declared to be such, but only an interest in the earnings, avails and proceeds thereof as aforesaid.

To have and to hold, the Property together with all and singular, the rights, privileges, appurtenances and immunities thereto belonging or in any wise appertaining unto Grantee and unto Grantee's successors-in-interest and assigns forever; so that neither Grantor, Grantor's successors-in-interest or assigns nor any other person or persons for Grantor or in Grantor's name or behalf, shall or will hereinafter claim or demand any right or title to the Property or any part thereof, but they and each of them shall, be these presents, be excluded and forever barred.

In Witness Whereof, Grantor has executed this instrument the date indicated below:

Dated: 7/7, 2004

Kathleen B. Bullis (SEAL)  
\*Kathleen B. Bullis

\_\_\_\_ (SEAL)  
\*

\_\_\_\_ (SEAL)  
\*

\_\_\_\_ (SEAL)  
\*

#### AUTHENTICATION

Signature of Kathleen B. Bullis authenticated on \_\_\_\_\_, 2004

\_\_\_\_\_  
Michael J. Wyngaard  
TITLE: MEMBER STATE BAR OF WISCONSIN  
(If not, \_\_\_\_\_  
authorized by §706.06, Wis. Stats.)

THIS INSTRUMENT WAS DRAFTED BY  
Attorney Michael J. Wyngaard  
8517 Excelsior Drive, Suite 403  
Madison, WI 53717  
State Bar No. 01008803

#### ACKNOWLEDGMENT

STATE OF WISCONSIN  
COUNTY OF DANE

Personally came before me this 7th day

of July, 2004, the above named  
Kathleen B. Bullis, to me known to be the person who executed  
the foregoing instrument and acknowledged the same.

\* Stephen D. Nelson

Notary Public Dane County, Wisconsin.  
My commission is permanent. (If not, state expiration date:  
2/18/07.)

\*Names of persons signing in any capacity should be typed or  
printed below their signatures.

(Signatures may be authenticated or acknowledged. Both are not necessary.)

**WARRANTY DEED  
DEED OF CORRECTION**

*To Revocable Living Trust*

Document Number

THIS CONVEYANCE IS A CONTRIBUTION TO A REVOCABLE LIVING TRUST.

*This Warranty Deed*, made between Kathleen B. Bullis, Grantor, and Kathleen B. Bullis, Trustee of the Kathleen B. Bullis Revocable Living Trust dated April 26, 2004, and any amendments thereto, Grantee,

*Witnesseth*, that the said Grantor, for a valuable consideration does hereby convey and Warranty to Grantee and Grantee's successors-in-trust and assigns, all Grantor's interest in the following described real estate in Dane County, State of Wisconsin:

DANE COUNTY  
REGISTER OF DEEDS

DOCUMENT #  
**3931466**

06/22/2004 08:34:34AM

Trans. Fee:  
Exempt #: 3

Rec. Fee: 13.00  
Pages: 2

000339

Recording Area

Name and Return Address

Atty. Michael J. Wyngaard  
Wyngaard Law Office LLC  
8517 Excelsior Drive, Suite 403  
Madison, WI 53717

107/0806-263-0047-1

107/0806-263-0040-1

Parcel Identification Number

THIS DEED IS MADE TO CORRECT DOCUMENT # 3907771

The following described lands, being a part of Lot 5, Block 1, Webb and Warner's Addition to the Village of Black Earth, located in the Northeast Quarter of the Southwest Quarter, Section 5, Town 8 North, Range 6 East, Village of Black Earth, described as follows, to-wit:

Commencing at the Southeast corner of said Lot 5, thence Northerly along the East of Lot 5 a distance of 73.87 feet to a point, thence at right angles to said Easterly boundary line Westerly a distance of 3.5 feet to a point, thence Norther parallel with the Easterly boundary line a distance of 26 feet to a point, thence Easterly parallel with the South boundary line a distance of 3.5 feet to the East boundary line of said lot, thence Southerly along said East boundary line to point of beginning.

Lots Four (4) and Nine (9), Block One (1), Webb and Warner's Addition, in the Village of Black Earth.

Lots Nine (9) and Twelve (12), Block Twenty-four (24), Mears-Remington Addition to the Village of Black Earth, in the Village of Black Earth.

The property conveyed by this deed is according to the recorded plat, if any, and further subject to all easements, restrictions, reservations and covenants of record.

This is Homestead Property.

2/13

To have and to hold, the Property with the appurtenances upon the trusts and for the uses and purposes set out in this deed and in the terms and provisions of said Revocable Living Trust agreement. Full power and authority is hereby granted to the Trustee to improve, manage, protect and subdivide the Property or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to resubdivide the Property as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to convey either with or without consideration to convey the Property or any part thereof to a successor- or successors-in-trust and to grant to such successor- or successors-in-trust all the title, estate, powers and authorities vested in the Trustee, to donate, to dedicate, to mortgage, pledge or otherwise encumber the Property, or any part thereof, to lease the Property, or any part thereof, from time to time, in possession or reversion by leases to commence in present or future, and upon any terms and for any period or periods of time, and to renew or extend leases upon any terms and for any period or periods of time and to amend, change or modify leases and the terms and provisions thereof at any time or times hereafter, to contract to make leases and to grant options to lease and options to renew purchase the whole or any part of the reversion and to contract respecting the manner of fixing the amount of the present or future rentals, to partition or to exchange the Property, or any part thereof, for other real or personal property, to grant easements or charges of any kind, to release, convey or assign any right, title or interest in or about or easement appurtenant to the Property or any part thereof, and to deal with the Property and every part thereof in all other ways and for such other considerations as it would be lawful for any person owning the same to deal with the same, whether similar to or different from the ways above specified, at any time or times thereafter.

In no case shall any party dealing with the Trustee in relation to the Property, or to whom the Property or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by the Trustee, be obliged to see the application of any purchase money, rent, or money borrowed or advanced on the Property, or be obligated to see that the terms of this trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of the Trustee, or be obligated or privileged to inquire into any of the terms of said trust agreement; and every deed, trust deed, mortgage, lease or other instrument executed by the Trustee in relation to said real estate shall be conclusive evidence in favor of every person relying upon or claiming under such conveyance, lease or other instrument, (a) that at this time of the delivery thereof the trust created by this indenture and by the trust agreement was in full force and effect, (b) That such conveyance or other instrument was executed in accordance with the trust's condition and limitations contained in this indenture and in the trust agreement or in some amendment thereof and binding upon all beneficiaries thereunder, (c) that the Trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, successors-in-trust have been properly appointed and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of its, his or her predecessors in trust.

The interest of each and every beneficiary hereunder and of all persons claiming under them or any of them shall be only in the earnings, avails and proceeds arising from the sale or other disposition of the real estate, and such interest is hereby declared to be such, but only an interest in the earnings, avails and proceeds thereof as aforesaid.

To have and to hold, the Property together with all and singular, the rights, privileges, appurtenances and immunities thereto belonging or in any wise appertaining unto Grantee and unto Grantee's successors-in-interest and assigns forever; so that neither Grantor, Grantor's successors-in-interest or assigns nor any other person or persons for Grantor or in Grantor's name or behalf, shall or will hereinafter claim or demand any right or title to the Property or any part thereof, but they and each of them shall, be these presents, be excluded and forever barred.

In Witness Whereof, Grantor has executed this instrument the date indicated below:

Dated: 6/4/04, 2004

\_\_\_\_\_  
 \*Kathleen B. Bullis (SEAL) \_\_\_\_\_ (SEAL)  
 \_\_\_\_\_ (SEAL) \_\_\_\_\_ (SEAL)

#### AUTHENTICATION

Signature of Kathleen B. Bullis authenticated on \_\_\_\_\_, 2004

\_\_\_\_\_  
 Michael J. Wyngaard  
 TITLE: MEMBER STATE BAR OF WISCONSIN  
 (If not, \_\_\_\_\_  
 authorized by §706.06, Wis. Stats.)

THIS INSTRUMENT WAS DRAFTED BY  
 Attorney Michael J. Wyngaard  
 8517 Excelsior Drive, Suite 403  
 Madison, WI 53717  
 State Bar No. 01008803

\*Names of persons signing in any capacity should be typed or printed below their signatures.

(Signatures may be authenticated or acknowledged. Both are not necessary.)

#### ACKNOWLEDGMENT

STATE OF WISCONSIN  
 COUNTY OF DANE

Personally came before me this 4th day  
 of June, 2004, the above named

Kathleen B. Bullis, to me known to be the person who executed the foregoing instrument and acknowledged the same.

\* Kathleen B. Bullis  
 Notary Public Dane County, Wisconsin  
 My commission is permanent. (If not, state expiration date.)  
Feb 18, 2007

# WARRANTY DEED

To Revocable Living Trust

Document Number

THIS CONVEYANCE IS A CONTRIBUTION TO A REVOCABLE LIVING TRUST.

*This Warranty Deed*, made between Kathleen B. Bullis, Grantor, and Kathleen B. Bullis, Trustee of the Kathleen B. Bullis Revocable Living Trust dated April 26, 2004, and any amendments thereto, Grantee,

*Witnesseth*, that the said Grantor, for a valuable consideration does hereby convey and Warranty to Grantee and Grantee's successors-in-trust and assigns, all Grantor's interest in the following described real estate in Dane County, State of Wisconsin:

The following described lands, being a part of Lot 5, Block 1, Webb and Warner's Addition to the Village of Black Earth, located in the Northeast Quarter of the Southwest Quarter, Section 5, Town 8 North, Range 6 East, Village of Black Earth, described as follows, to-wit:

Commencing at the Southeast corner of said Lot 5, thence Northerly along the East of Lot 5 a distance of 73.87 feet to a point, thence at right angles to said Easterly boundary line Westerly a distance of 3.5 feet to a point, thence Northerly parallel with the Easterly boundary line a distance of 26 feet to a point, thence Easterly parallel with the South boundary line a distance of 3.5 feet to the East boundary line of said lot, thence Southerly along said East boundary line to point of beginning.

The property conveyed by this deed is according to the recorded plat, if any, and further subject to all easements, restrictions, reservations and covenants of record.

This is Homestead Property.

DANE COUNTY  
REGISTER OF DEEDS

DOCUMENT #  
3907771

05/05/2004 08:48:47AM

Trans. Fee:  
Exempt #: 16

Rec. Fee: 13.00  
Pages: 2

000349

Recording Area

Name and Return Address

Atty. Michael J. Wyngaard  
Wyngaard Law Office LLC  
8517 Excelsior Drive, Suite 403  
Madison, WI 53717

107/0806-263-0044-3

Parcel Identification Number

2/13

To have and to hold, the Property with the appurtenances upon the trusts and for the uses and purposes set out in this deed and in the terms and provisions of said Revocable Living Trust agreement. Full power and authority is hereby granted to the Trustee to improve, manage, protect and subdivide the Property or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to resubdivide the Property as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to convey either with or without consideration to convey the Property or any part thereof to a successor- or successors-in-trust and to grant to such successor- or successors-in trust all the title, estate, powers and authorities vested in the Trustee, to donate, to dedicate, to mortgage, pledge or otherwise encumber the Property, or any part thereof, to lease the Property, or any part thereof, from time to time, in possession or reversion by leases to commence in present or future, and upon any terms and for any period or periods of time, and to renew or extend leases upon any terms and for any period or periods of time and to amend, change or modify leases and the terms and provisions thereof at any time or times hereafter, to contract to make leases and to grant options to lease and options to renew purchase the whole or any part of the reversion and to contract respecting the manner of fixing the amount of the present or future rentals, to partition or to exchange the Property, or any part thereof, for other real or personal property, to grant easements or charges of any kind, to release, convey or assign any right, title or interest in or about or easement appurtenant to the Property or any part thereof, and to deal with the Property and every part thereof in all other ways and for such other considerations as it would be lawful for any person owning the same to deal with the same, whether similar to or different from the ways above specified, at any time or times thereafter.

In no case shall any party dealing with the Trustee in relation to the Property, or to whom the Property or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by the Trustee, be obliged to see the application of any purchase money, rent, or money borrowed or advanced on the Property, or be obligated to see that the terms of this trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of the Trustee, or be obligated or privileged to inquire into any of the terms of said trust agreement; and every deed, trust deed, mortgage, lease or other instrument executed by the Trustee in relation to said real estate shall be conclusive evidence in favor of every person relying upon or claiming under such conveyance, lease or other instrument, (a) that at this time of the delivery thereof the trust created by this indenture and by the trust agreement was in full force and effect, (b) That such conveyance or other instrument was executed in accordance with the trust's condition and limitations contained in this indenture and in the trust agreement or in some amendment thereof and binding upon all beneficiaries thereunder, (c) that the Trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, successors-in-trust have been properly appointed and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of its, his or her predecessors in trust.

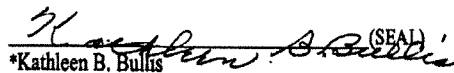
The interest of each and every beneficiary hereunder and of all persons claiming under them or any of them shall be only in the earnings, avails and proceeds arising from the sale or other disposition of the real estate, and such interest is hereby declared to be such, but only an interest in the earnings, avails and proceeds thereof as aforesaid.

To have and to hold, the Property together with all and singular, the rights, privileges, appurtenances and immunities the thereto belonging or in any wise appertaining unto Grantee and unto Grantee's successors-in-interest and assigns forever; so that neither Grantor, Grantor's successors-in-interest or assigns nor any other person or persons for Grantor or in Grantor's name or behalf, shall or will hereinafter claim or demand any right or title to the Property or any part thereof, but they and each of them shall, be these presents, be excluded and forever barred.

000350

In Witness Whereof, Grantor has executed this instrument the date indicated below:

Dated: May 3, 2004

 (SEAL)  
\*Kathleen B. Bullis

\_\_\_\_ (SEAL)  
\*

\_\_\_\_ (SEAL)  
\*

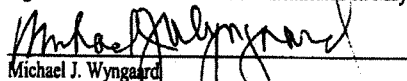
\_\_\_\_ (SEAL)  
\*

#### AUTHENTICATION

#### ACKNOWLEDGMENT

Signature of Kathleen B. Bullis authenticated on May 3, 2004

STATE OF WISCONSIN  
COUNTY OF \_\_\_\_\_

  
Michael J. Wyngaard

Personally came before me this \_\_\_\_\_ day

TITLE: MEMBER STATE BAR OF WISCONSIN

of \_\_\_\_\_, 19\_\_\_\_, the above named

(If not, \_\_\_\_\_  
authorized by §706.06, Wis. Stats.)

THIS INSTRUMENT WAS DRAFTED BY  
Attorney Michael J. Wyngaard  
8517 Excelsior Drive, Suite 403  
Madison, WI 53717  
State Bar No. 01008803

\_\_\_\_\_ to me known  
to be the person(s) who executed the foregoing instrument and  
acknowledged the same.

\* \_\_\_\_\_

\*Names of persons signing in any capacity should be typed or  
printed below their signatures.

Notary Public \_\_\_\_\_ County, Wisconsin.  
My commission is permanent. (If not, state expiration date:  
\_\_\_\_\_.)

(Signatures may be authenticated or acknowledged. Both are not necessary.)

DOCUMENT NO.

1288479

THIS INDENTURE, Made this 28th day of April  
A. D., 1971, between Lloyd H. Bullis

part Y of the first part and  
Kathleen Bullis, his wife,

part Y of the second part,

Witnesseth, That the said part Y of the first part, for and in  
consideration of the sum of one dollar (\$1.00) and other  
good and valuable consideration

to him in hand paid by the said part Y of the second part, the receipt whereof  
is hereby confessed and acknowledged, has given, granted, bargained, sold, remised, released and quit-claimed, and by these presents  
do give, grant, bargain, sell, remise, release and quit-claim unto the said part Y of the second part, and to her heirs and assigns  
forever, the following described real estate, situated in the County of Dane, State of Wisconsin, to-wit:

Lots Four (4) and Nine (9), Block One (1), Webb and Warner's Addition,  
in the Village of Black Earth.

Lots Nine (9) and Twelve (12), Block Twenty-four (24), Mears-Remington  
Addition to the Village of Black Earth, in the Village of Black Earth.

Exempt by virtue of Section 77.25 (8) of Wisconsin Statutes.

FEE

# 8 -  
EXEMPT

To Have and To Hold the same, together with all and singular the appurtenances and privileges thereunto belonging or in anywise  
thereunto appertaining, and all the estate, right, title, interest and claim whatsoever of the said part Y of the first part, either in law or  
equity, either in possession or expectancy of, to the only proper use, benefit and behoof of the said part Y of the second part, their  
heirs and assigns forever.

In Witness Whereof, part Y of the first part has hereunto set his hand and seal this  
28th day of April, A. D., 1971

SIGNED AND SEALED IN PRESENCE OF

Paul Skalet

Noreen K. Saverson

Lloyd H. Bullis (SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF WISCONSIN,

Dane County.

Personally came before me, this 28th day of April, A. D., 1971 the above named  
Lloyd H. Bullis

to me known to be the person who executed the foregoing instrument and acknowledged the same.

VOL 243 PAGE 483

This instrument drafted by

Thomas H. Winch, Attorney  
Mazomanie, Wisconsin 53560

(Section 59.51 (1) of the Wisconsin Statutes provides that all instruments to be recorded shall have  
plainly printed or typewritten thereon the names of the grantors, grantees, witnesses and notary.)

QUIT CLAIM DEED—STATE OF WISCONSIN, FORM NO. 11

QUIT CLAIM DEED

STATE OF WISCONSIN—FORM 11

Office of Register of Deeds

Dane County, Wisconsin

Received for Record April 28

1971 at 4:00 o'clock P. M.

and recorded in vol. 243

of Public Records 483  
Hazel K. Hill

Register

THIS SPACE RESERVED FOR RECORDING DATA

RETURN TO

Mrs Kathleen Bullis  
1432 Webb St.  
Black Earth, Wis. 53515

Paul Skalet

Notary Public

My Commission (Expires) Aug. 9, 1974



FURNISHED BY Dane County Title Company

TITLE INSURANCE

ABSTRACTS

MICROFILM



Stock No. 26273

VOL 16618 PAGE 25

## DANE COUNTY CERTIFIED SURVEY MAP NO. 6516

PARCEL 2, DANE COUNTY CERTIFIED SURVEY MAP NO. 4834, LOCATED IN NW1/4-SE1/4, NE1/4-SW1/4, SECTION 26, T8N, R6E, VILLAGE OF BLACK EARTH, DANE COUNTY, WISCONSIN.

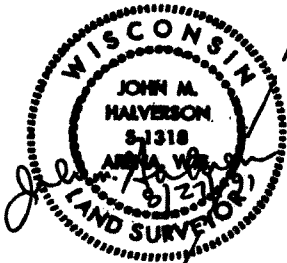
2286052

## LEGEND AND NOTES

- EXISTING 3/4" REBAR
- 3/4" x 24" REBAR SET, MIN. WT.  
1.50 LBS./LIN. FT.
- ▲ EXISTING CHISELED "X" IN CONCRETE
- △ CHISELED "X" IN CONCRETE

BEARINGS REFERENCED TO THE WEST LINE OF MILL STREET, RECORDED AS N 00°10'49" W

OWNER: PATRON'S MERCHANTILE COOPERATIVE  
BLACK EARTH, WISCONSIN 53515

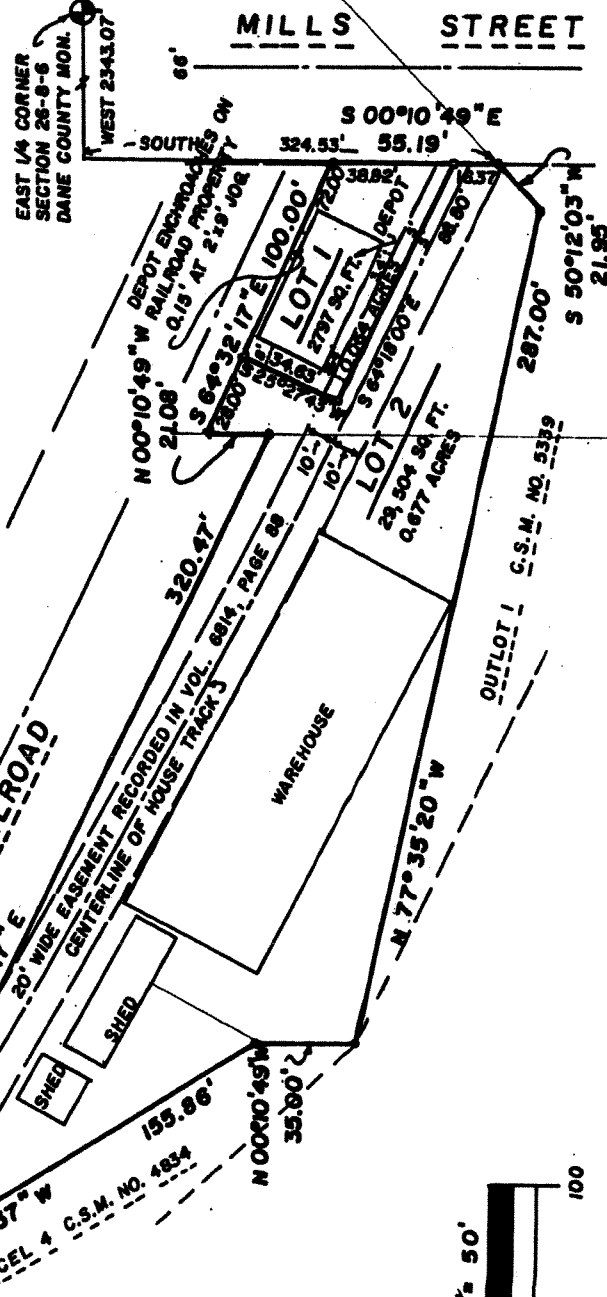


SET PK NAIL IN  
RAILROAD TIE

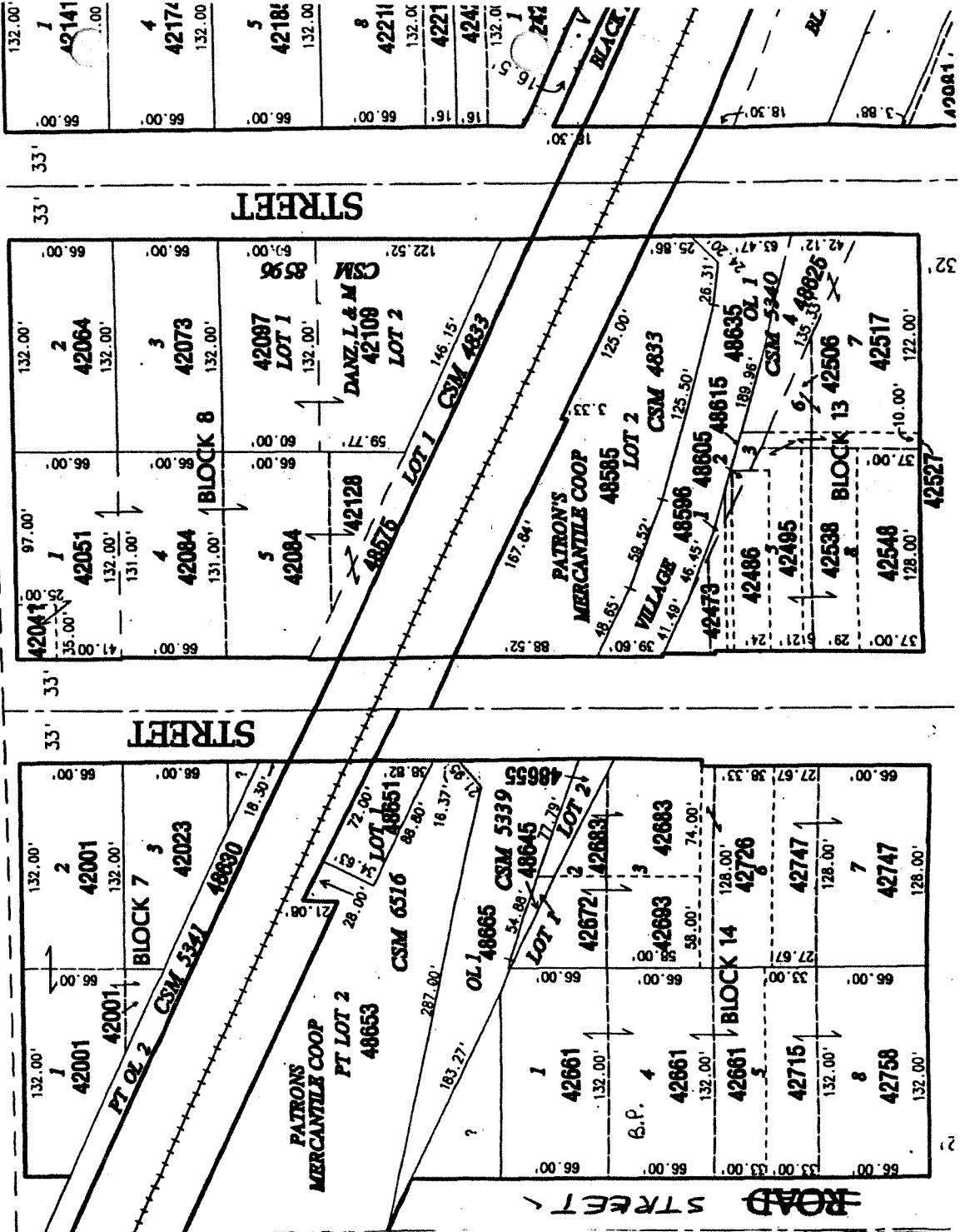
25' WIDE UTILITY EASEMENT  
CENTERLINE OF EASEMENT  
LIES S 64°32'17" E, 20.00'  
FROM NW CORNER OF  
PARCEL 2, AND BEARS  
S 31°00'00" W, 12.10'

PARCEL 4 C.S.M. NO. 4834  
N 31°56'37" W

CORRECTION AFFIDAVIT  
Doc. # 2352386  
Vol. 18852 P. 52



12-



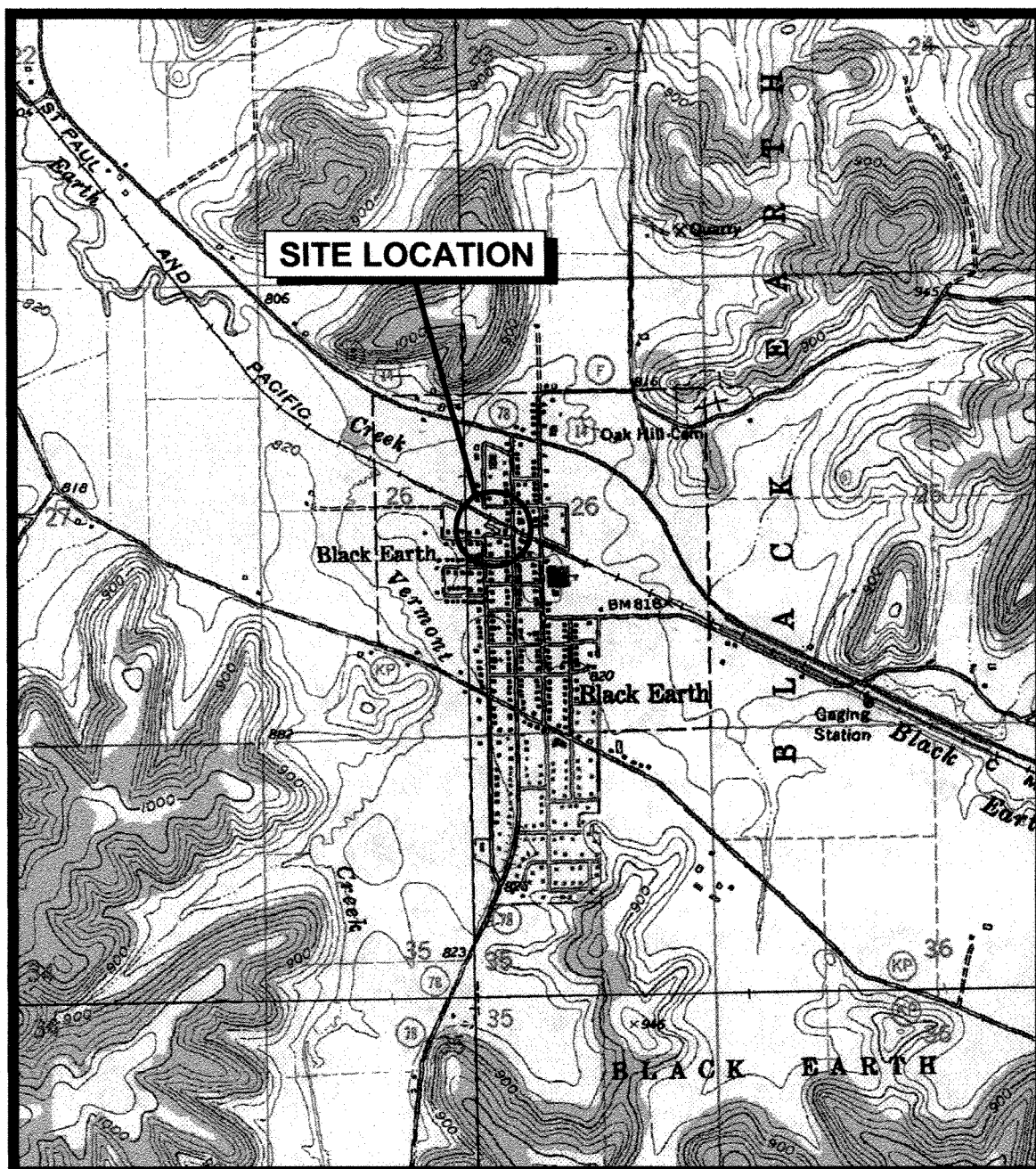
B-3. Parcel Identification Number, Geographic Position, for Properties affected by residual soil or groundwater contamination exceeding applicable standards.

PREMIER COOPERATIVE  
T8N, R6E, NE1/4 OF SW1/4 SECTION 26  
BLACK EARTH, WISCONSIN  
FORMER BULK FUEL STORAGE SITE  
WDNR BRRTS No. 02-13-001492  
COMM No. 53515-9418-09

Lot 11 , Block One, Webb and Warner's Addition in the Village of Black Earth:  
owned by Patron's Merchantile (Premier) Cooperative 1009 Mills Street, Black Earth,  
has Soil and Groundwater Contamination  
parcel ID 0806-263-0121-9  
WTM 91: 540299, 296449

Lot 10, Webb and Warner's Addition in the Village of Black Earth :  
owned by Margaret Nelson, 1422 Webb Street, Black Earth,  
has Groundwater Contamination  
parcel ID 0806-263-0033-6  
WTM 91: 540317, 296442

Lot 9, Webb and Warner's Addition in the Village of Black Earth:  
owned by Kathleen Bullis Revocable Living Trust, 1432 Webb Street, Black Earth,  
has Groundwater Contamination  
parcel ID 0806-263-0044-3  
WTM 91: 540309, 296439



SCALE: 1 INCH = 2000 FEET  
CONTOUR INTERVAL = 10 FEET

7.5 MIN TOPOGRAPHIC MAP  
BLACK EARTH, WISCONSIN  
1962  
PHOTOREVISED 1982



## LOCATION MAP

PETROLEUM SITE  
PREMIER COOPERATIVE  
BLACK EARTH, WISCONSIN



PREMIER COOPERATIVE  
BLACK EARTH, WISCONSIN

TABLE 1

## GROUNDWATER ANALYTICAL RESULTS (ug/l)

Well I.D. and Sample Date		Parameter										Lead
		DRO	GRO	Benzene	Ethylbenzene	Toluene	Xylenes	Trimethylbenzenes	MTBE	Naphthalene	n-Butylbenzene	
MW-1												
	11/15/93	2,700	7,900	170	450	920	2,000	930	<50	NA	NA	NA
	08/04/94	2,100	6,500	95	110	100	400	339	<10	21	<30	<3.0
	07/16/98	190,000	24,000	140	350	90	6,380	3,960	<20	NA	NA	NA
	07/07/99	NA	32,000	64	599	215	2,662	5,330	<60	524	NA	NA
	07/07/99 D	NA	26,000	56.6	474	205	2,118	4,110	<60	432	NA	NA
	3/2/2000 *	NA	2,900	45	100	44	430	500	<3.1	130	NA	NA
	01/31/01	NA	24,000	58	550	170	2,600	2,590	<9.4	540	NA	NA
	11/09/01	NA	5,200	110	260	51 J	1,000	800	<23	NA	NA	NA
	02/25/02	NA	6,700	53	220	64 J	1,100	1,050	<23	NA	NA	NA
	06/27/02	NA	7,700	100	270	58 J	740	510	<25	NA	NA	NA
	09/09/02	NA	3,300	40	160	27	430	288	4.8	NA	NA	NA
	07/07/04	NA	3,000	48	99	32 J	263	108	<8.9	56	NA	NA
	01/28/05	NA	1,450	38.1	129	27.7	346	111	<1.50	32.1	NA	NA
MW-2												
	11/15/93	<100	<50	<1.0	<1.0	1.4	<3.0	<2.0	<1.0	NA	NA	NA
	08/04/94	<100	<50	<1.0	<1.0	<1.0	<3.0	<2.0	<1.0	<1.0	<3.0	<3.0
	07/16/98	<26	<30	<0.2	<0.30	<0.20	<0.90	<0.60	<0.20	NA	NA	NA
	07/07/99	NA	<50	<0.2	<0.5	<0.5	<1	<1.0	<0.3	<1.0	NA	NA
	03/02/00	NA	<100	<0.32	<0.34	<0.35	<1	<0.99	<0.31	<0.88	NA	NA
	01/31/01	NA	<100	<0.39	<0.4	<0.37	<1.4	<1.03	<0.47	<0.53	NA	NA
	11/09/01	NA	<100	<0.21	<0.22	<0.41	<0.69	<0.60	<0.46	NA	NA	NA
	02/25/02	NA	<100	<0.21	<0.22	<0.41	<0.69	<0.60	<0.46	NA	NA	NA
	06/27/02	NA	<100	<0.43	<0.49	<0.63	<1.5	<1.14	<0.49	NA	NA	NA
	09/09/02	NA	<50	<0.45	<0.82	<0.68	<2.47	<1.86	<0.43	NA	NA	NA
	01/28/05	NA	<50	<0.31	<0.5	<0.3	<0.92	<0.71	<0.3	<0.8	NA	NA

TABLE 1

## GROUNDWATER ANALYTICAL RESULTS (ug/l)

Well I.D. and Sample Date	Parameter											Lead
	DRO	GRO	Benzene	Ethylbenzene	Toluene	Xylenes	Trimethylbenzenes	MTBE	Naphthalene	n-Butylbenzene	Dichlorodi- fluoromethane	
MW-3												
11/15/93	370	1,400	150	160	72	380	130	<1.0	NA	NA	NA	NA
08/04/94	310	2,600	220	190	76	480	186	<10	57	16	57	<3.0
07/16/98	150	890	33	31	20	117	43	<0.20	NA	NA	NA	NA
07/16/98 D	NA	NA	71	84	24	126	54	<0.20	NA	NA	NA	NA
07/07/99	NA	843	93.7	73.3	55	187	139	<0.3	5.8	NA	NA	NA
03/02/00	NA	160	14	19	6	29	10.5 J	<0.31	1.9 J	NA	NA	NA
03/02/00 D	NA	140	12	16	5	24	8.3	<0.31	1.7 J	NA	NA	NA
01/31/01	NA	870	61	94	22	130	45.5	<0.47	10	NA	NA	NA
11/09/01	NA	1,000	78	120	35	190	62	<2.3	NA	NA	NA	NA
02/25/02	NA	1,000	64	84	43	240	61	<0.46	NA	NA	NA	NA
06/27/02	NA	1,300	120	150	62	350	117	<0.49	NA	NA	NA	NA
09/09/02	NA	1,900	100	170	42	440	146	4.4	NA	NA	NA	NA
07/07/04	NA	1,800	120	180	84	360	136	<4.5	19 J	NA	NA	NA
01/28/05	NA	1,290	54.4	150	46	246	116	<0.3	13.0	NA	NA	NA
01/28/05 D	NA	1,130	49.6	135	41	212	100	<0.3	9.5	NA	NA	NA
MW-4												
08/04/94	<100	<50	<1.0	<1.0	<1.0	<3.0	<2.0	<1.0	<1.0	<1.0	<3.0	<3.0
07/16/98	<27	<30	<0.20	<0.30	<0.20	<0.90	<0.60	<0.20	NA	NA	NA	NA
07/07/99	NA	<50	<0.2	<0.5	<0.5	<1.0	<1.0	<0.3	<1.0	NA	NA	NA
03/02/00	NA	<100	<0.32	<0.34	<0.35	<1	<0.99	<0.31	<0.88	NA	NA	NA
01/31/01	NA	<100	<0.39	<0.4	<0.37	<1.4	<1.03	<0.47	<0.53	NA	NA	NA
01/31/01 D	NA	<100	<0.39	<0.4	<0.37	<1.4	<1.03	<0.47	<0.53	NA	NA	NA
11/09/01	NA	<100	<0.21	<0.22	<0.41	<0.69	<0.60	<0.46	NA	NA	NA	NA
02/25/02	NA	<100	<0.21	<0.22	<0.41	<0.69	<0.60	<0.46	NA	NA	NA	NA
06/27/02	NA	<100	<0.43	<0.49	<0.63	<1.5	<1.14	<0.49	NA	NA	NA	NA
09/09/02	NA	<50	<0.45	<0.82	<0.68	<2.47	<1.86	<0.43	NA	NA	NA	NA
01/28/05	NA	<50	<0.31	<0.5	<0.3	<0.92	<0.71	<0.3	<0.8	NA	NA	NA

TABLE 1

## GROUNDWATER ANALYTICAL RESULTS (ug/l)

Well I.D. and Sample Date	Parameter										Lead	
	DRO	GRO	Benzene	Ethylbenzene	Toluene	Xylenes	Trimethylbenzenes	MTBE	Naphthalene	n-Butylbenzene		Dichlorodi- fluoromethane
MW-5												
08/04/94	<100	<50	<1.0	<1.0	<1.0	<3.0	<2.0	<1.0	<1.0	<1.0	<3.0	<3.0
07/16/98	<28	<30	<0.20	<0.30	<0.20	<0.90	<0.60	<0.20	NA	NA	NA	NA
07/07/99	NA	<50	<0.2	<0.5	<0.5	<1.0	<1.0	<0.3	<1.0	NA	NA	NA
03/02/00	NA	<100	<0.32	<0.34	<0.35	<1	<0.99	<0.31	<0.88	NA	NA	NA
01/31/01	NA	<100	<0.39	<0.4	<0.37	<1.4	<1.03	<0.47	<0.53	NA	NA	NA
11/09/01	NA	<100	<0.21	<0.22	<0.41	<0.69	<0.60	<0.46	NA	NA	NA	NA
02/25/02	NA	<100	<0.21	<0.22	<0.41	<0.69	<0.60	<0.46	NA	NA	NA	NA
06/27/02	NA	<100	<0.43	<0.49	<0.63	<1.5	<1.14	<0.49	NA	NA	NA	NA
09/09/02	NA	<50	<0.45	<0.82	<0.68	<2.47	<1.86	<0.43	NA	NA	NA	NA
01/28/05	NA	<50	<0.31	<0.5	<0.3	<0.92	<0.71	<0.3	<0.8	NA	NA	NA
MW-6												
08/04/94	<100	<50	<1.0	<1.0	<1.0	<3.0	<2.0	<1.0	<1.0	<1.0	<3.0	<3.0
07/16/98	UR	UR	UR	UR	UR	UR	UR	UR	UR	UR	UR	UR
07/07/99	UR	UR	UR	UR	UR	UR	UR	UR	UR	UR	UR	UR
03/02/00	UR	UR	UR	UR	UR	UR	UR	UR	UR	UR	UR	UR
01/31/01	UR	UR	UR	UR	UR	UR	UR	UR	UR	UR	UR	UR
11/09/01	UR	UR	UR	UR	UR	UR	UR	UR	UR	UR	UR	UR
02/25/02	UR	UR	UR	UR	UR	UR	UR	UR	UR	UR	UR	UR
06/27/02	UR	UR	UR	UR	UR	UR	UR	UR	UR	UR	UR	UR
09/09/02	UR	UR	UR	UR	UR	UR	UR	UR	UR	UR	UR	UR
01/28/05	UR	UR	UR	UR	UR	UR	UR	UR	UR	UR	UR	UR
MW-7												
08/04/94	<100	<50	<1.0	<1.0	<1.0	<3.0	<2.0	<1.0	<1.0	<1.0	<3.0	<3.0
07/16/98	<26	<30	<0.20	<0.30	<0.20	<0.90	<0.60	<0.20	NA	NA	NA	NA
07/07/99	NA	<50	<0.2	<0.5	<0.5	<1.0	<1.0	<0.3	<1.0	NA	NA	NA
03/02/00	NA	<100	<0.39	<0.34	<0.35	<1	<0.99	<0.31	<0.88	NA	NA	NA
01/31/01	NA	<100	<0.39	<0.4	<0.37	<1.4	<1.03	<0.47	<0.53	NA	NA	NA
11/09/01	NA	<100	<0.21	<0.22	<0.41	<0.69	<0.60	<0.46	NA	NA	NA	NA
02/25/02	NA	<100	<0.21	<0.22	<0.41	<0.69	0.6 J	<0.46	NA	NA	NA	NA
06/27/02	NA	<100	<0.43	<0.49	<0.63	<1.5	<1.14	<0.49	NA	NA	NA	NA
09/09/02	NA	<50	<0.45	<0.82	<0.68	<2.47	<1.86	<0.43	NA	NA	NA	NA
01/28/05	NA	<50	<0.31	<0.5	<0.3	<0.92	<0.71	<0.3	<0.8	NA	NA	NA



TABLE 1

## GROUNDWATER ANALYTICAL RESULTS (ug/l)

Well I.D. and Sample Date	Parameter											Lead
	DRO	GRO	Benzene	Ethylbenzene	Toluene	Xylenes	Trimethylbenzenes	MTBE	Naphthalene	n-Butylbenzene	Dichlorodi- fluoromethane	
MW-8												
08/04/94	NI	NI	NI	NI	NI	NI	NI	NI	NI	NI	NI	NI
07/16/98	NI	NI	NI	NI	NI	NI	NI	NI	NI	NI	NI	NI
07/07/99	NI	NI	NI	NI	NI	NI	NI	NI	NI	NI	NI	NI
03/02/00	NI	NI	NI	NI	NI	NI	NI	NI	NI	NI	NI	NI
01/31/01	NI	NI	NI	NI	NI	NI	NI	NI	NI	NI	NI	NI
11/09/01	NA	<100	<0.21	<0.22	<0.41	<0.69	<0.60	<0.46	<0.69	0.44	<0.39	NA
02/25/02	NA	<100	0.91	0.29 J	0.66 J	<0.69	0.67 J	<0.46	NA	NA	NA	NA
06/27/02	NA	<100	0.7 J	0.76 J	<0.63	<1.5	<1.14	<0.49	NA	NA	NA	NA
09/09/02	NA	<50	<0.45	<0.82	<0.68	<2.47	<1.86	<0.43	NA	NA	NA	NA
07/07/04	NA	110	40	4.2	4.9	12.4	<0.99	<0.45	<0.65	NA	NA	NA
01/28/05	NA	<50	<0.31	<0.5	0.377 J	<0.92	<0.71	<0.3	<0.8	NA	NA	NA
NR 140 PAL	NS	NS	0.5	140	200	1,000	96	12	8	NS	200	1.5
NR 140 ES	NS	NS	5	700	1,000	10,000	480	60	40	NS	1,000	15

## NOTES:

\* MW-1, free product, measured on March 2, 2000, and March 1, 2001, with a thickness of 0.01' and 0.02'.

Results reported in units of micrograms per liter.

Results in italics exceed applicable NR 140 Preventative Action Limits (PAL).

Results in bold exceed applicable NR 140 Enforcement Standards (ES).

Groundwater sampled by Geraghty & Miller on 11/15/93 and 08/04/94.

Full 8021 volatile organic compounds (VOCs) list analyzed 08/04/94 for MW-1 through MW-7 and on 11/09/01 for MW-8; only those VOCs detected are listed.

J\* Flag: Analyte detected between LOD and LOQ.

NA = Not sampled.

NS = No standard.

NI = Monitoring well MW-8 not installed.

UR = Monitoring well under road - could not locate.

D = Duplicate sample.

PREMIER COOPERATIVE  
BLACK EARTH, WISCONSIN

TABLE 3

SOIL ANALYTICAL RESULTS (mg/kg)

Parameter	Sample I.D. and Depth Below Grade				NR 720 RCLs	NR 746 Table 1 Free Product Indicator Concentrations	NR 746 Table 2 Direct Contact Concentration
	MW-1 6-8 ft	MW-2 6-8 ft	MW-3 6-8 ft	SB-1 6-8 ft			
DRO	560	<5.0	<5.0	<5.0	100	NS	NS
GRO	290	<5.0	<5.0	<5.0	100	NS	NS
Benzene	4.5	<0.05	<0.05	<0.05	0.0055	8.5	1.1
Ethylbenzene	2.3	<0.05	<0.05	<0.05	2.9	4.6	4.6
MTBE	0.78	<0.05	<0.05	<0.05	NS	NS	NS
Toluene	0.68	0.096	0.11	0.084	1.5	38	38
1,2,4-Trimethylbenzene	9.2	<0.05	<0.05	<0.05	NS	83	83
1,3,5-Trimethylbenzene	4.6	<0.05	<0.05	<0.05	NS	11	11
Total Xylenes	7.6	<0.15	<0.15	<0.15	4.1	42	42

NOTES:

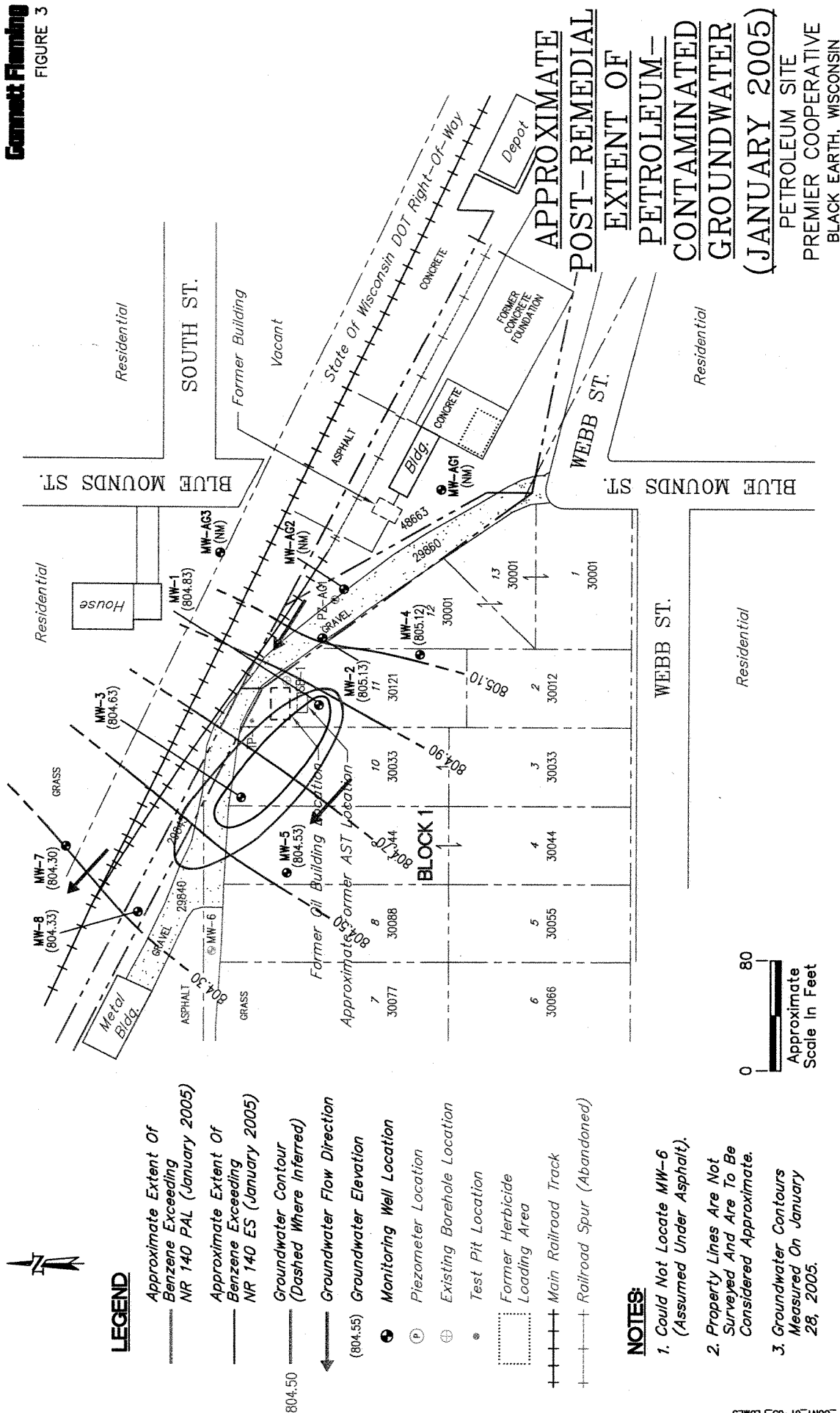
Results reported in units of milligrams per kilogram (mg/kg).

Results in bold exceed applicable NR 720 residual contaminant level (RCL).

Soils samples collected by Geraghty & Miller, Inc. in November 1993.

Results obtained from Geraghty & Miller's report *Hydrocarbon Investigation, Patrons Mercantile Cooperative, Black Earth, Wisconsin* submitted to the Wisconsin Department of Natural Resources on December 9, 1994.

NS = No standard.



090805 35482WZ  
CONT-01-05 PLUMES

PREMIER COOPERATIVE  
BLACK EARTH, WISCONSIN

TABLE 4

DEPTH TO WATER AND GROUNDWATER ELEVATION MEASUREMENTS

	MW-AG-1	MW-AG-2	MW-AG-3	PZ-AG-1	MW-1	MW-2	MW-3	MW-4	MW-5	MW-6	MW-7	MW-8
Ground Elevation (ft AMSL)	814.24	814.73	813.36	814.39	814.30	813.50	813.10	813.89	813.17	813.73	812.03	813.51
Top of PVC Elevation (ft AMSL)	813.97	816.99	813.03	816.70	816.76	816.03	815.44	815.93	815.19	813.13	814.26	815.56
Top of Well Screen (ft AMSL)	809.24	809.23	808.36	781.29	809.30	808.50	808.10	808.89	808.17	808.73	807.03	808.51
Bottom of Well (ft AMSL)	799.24	799.23	798.36	779.29	799.30	798.50	798.10	798.89	798.17	798.73	797.03	798.51
Measurement Date	Depth to Water Below Top of Casing (feet)											
11/15/93	NI	NI	NI	NI	11.30	10.45	10.34	NI	NI	NI	NI	NI
12/08/93	NI	NI	NI	NI	11.36	10.50	10.35	NI	NI	NI	NI	NI
07/19/94	NI	NI	NI	NI	11.23	10.37	10.23	NI	NI	NI	NI	NI
08/04/94	NI	NI	NI	NI	11.20	10.35	10.21	10.18	10.04	8.18	9.35	NI
07/16/98	NI	NI	NI	NI	10.92	9.99	9.87	9.82	9.70	Under Asphalt	9.05	NI
07/07/99	NI	NI	NI	NI	11.26	10.34	10.24	10.18	10.08	Under Asphalt	9.40	NI
03/02/00	NI	NI	NI	NI	11.38	10.42	10.32	10.26	10.12	Under Asphalt	9.48	NI
01/31/01	NI	NI	NI	NI	11.80	10.62	10.51	10.49	10.36	Under Asphalt	9.66	NI
11/09/01	8.02	11.42	7.50	11.15	11.36	10.47	10.39	10.33	10.23	Under Asphalt	9.54	10.80
02/25/02	7.72	11.10	7.21	10.84	11.15	10.17	10.08	10.02	9.84	Under Asphalt	9.26	10.53
06/27/02	7.55	10.92	7.02	10.67	10.94	9.98	9.90	9.84	9.74	Under Asphalt	9.05	10.33
09/09/02	8.35	11.70	7.79	11.44	11.69	10.77	10.65	10.63	10.47	Under Asphalt	9.77	11.06
02/02/04	8.63	11.98	8.02	11.69	11.98	11.02	10.89	10.91	10.75	Under Asphalt	10.04	11.34
07/07/04	7.65	10.99	7.01	10.73	11.03	10.04	9.95	9.95	9.79	Under Asphalt	9.11	10.38
01/28/05	NM	NM	NM	NM	11.93	10.90	10.81	10.81	10.66	Under Asphalt	9.96	11.23
	Groundwater Elevation (AMSL)											
11/15/93	NI	NI	NI	NI	805.46	805.58	805.10	NI	NI	NI	NI	NI
12/08/93	NI	NI	NI	NI	805.40	805.53	805.09	NI	NI	NI	NI	NI
07/19/94	NI	NI	NI	NI	805.53	805.66	805.21	NI	NI	NI	NI	NI
08/04/94	NI	NI	NI	NI	805.56	805.68	805.23	805.75	805.15	804.95	804.91	NI
07/16/98	NI	NI	NI	NI	805.84	806.04	805.57	806.11	805.49	Under Asphalt	805.21	NI
07/07/99	NI	NI	NI	NI	805.50	805.69	805.20	805.75	805.11	Under Asphalt	804.86	NI
03/02/00	NI	NI	NI	NI	805.38	805.61	805.12	805.67	805.07	Under Asphalt	804.78	NI
01/31/01	NI	NI	NI	NI	804.96	805.41	804.93	805.44	804.83	Under Asphalt	804.60	NI
11/09/01	805.95	805.57	805.53	805.55	805.40	805.56	805.05	805.60	804.96	Under Asphalt	804.72	804.76

TABLE 4

## DEPTH TO WATER AND GROUNDWATER ELEVATION MEASUREMENTS

	MW-AG-1	MW-AG-2	MW-AG-3	PZ-AG-1	MW-1	MW-2	MW-3	MW-4	MW-5	MW-6	MW-7	MW-8
Ground Elevation (ft AMSL)	814.24	814.73	813.36	814.39	814.30	813.50	813.10	813.89	813.17	813.73	812.03	813.51
Top of PVC Elevation (ft AMSL)	813.97	816.99	813.03	816.70	816.76	816.03	815.44	815.93	815.19	813.13	814.26	815.56
Top of Well Screen (ft AMSL)	809.24	809.23	808.36	781.29	809.30	808.50	808.10	808.89	808.17	808.73	807.03	808.51
Bottom of Well (ft AMSL)	799.24	799.23	798.36	779.29	799.30	798.50	798.10	798.89	798.17	798.73	797.03	798.51
02/25/02	806.25	805.89	805.82	805.86	805.61	805.86	805.36	805.91	805.35	Under Asphalt	805.00	805.03
06/27/02	806.42	806.07	806.01	806.03	805.82	806.05	805.54	806.09	805.45	Under Asphalt	805.21	805.23
09/09/02	805.62	805.29	805.24	805.26	805.07	805.26	804.79	805.30	804.72	Under Asphalt	804.49	804.50
02/02/04	805.34	805.01	805.01	805.01	804.78	805.01	804.55	805.02	804.44	Under Asphalt	804.22	804.22
07/07/04	806.32	806.00	806.02	805.97	805.73	805.99	805.49	805.98	805.40	Under Asphalt	805.15	805.18
01/28/05	NM	NM	NM	NM	804.83	805.13	804.63	805.12	804.53	Under Asphalt	804.30	804.33

NOTES:

Groundwater elevation data from 11/15/93, 12/08/93, 07/19/94, and 08/04/94 provided by Premier Cooperative.

Monitoring well elevation data for MW-1 through MW-7 provided by Premier Cooperative.

Monitoring wells MW-AG-1 through MW-AG-3, MW-8, and PZ-AG-1 installed on October 25 and 26, 2001.

Monitoring wells MW-1 through MW-8 associated with Premier Cooperative's petroleum release site.

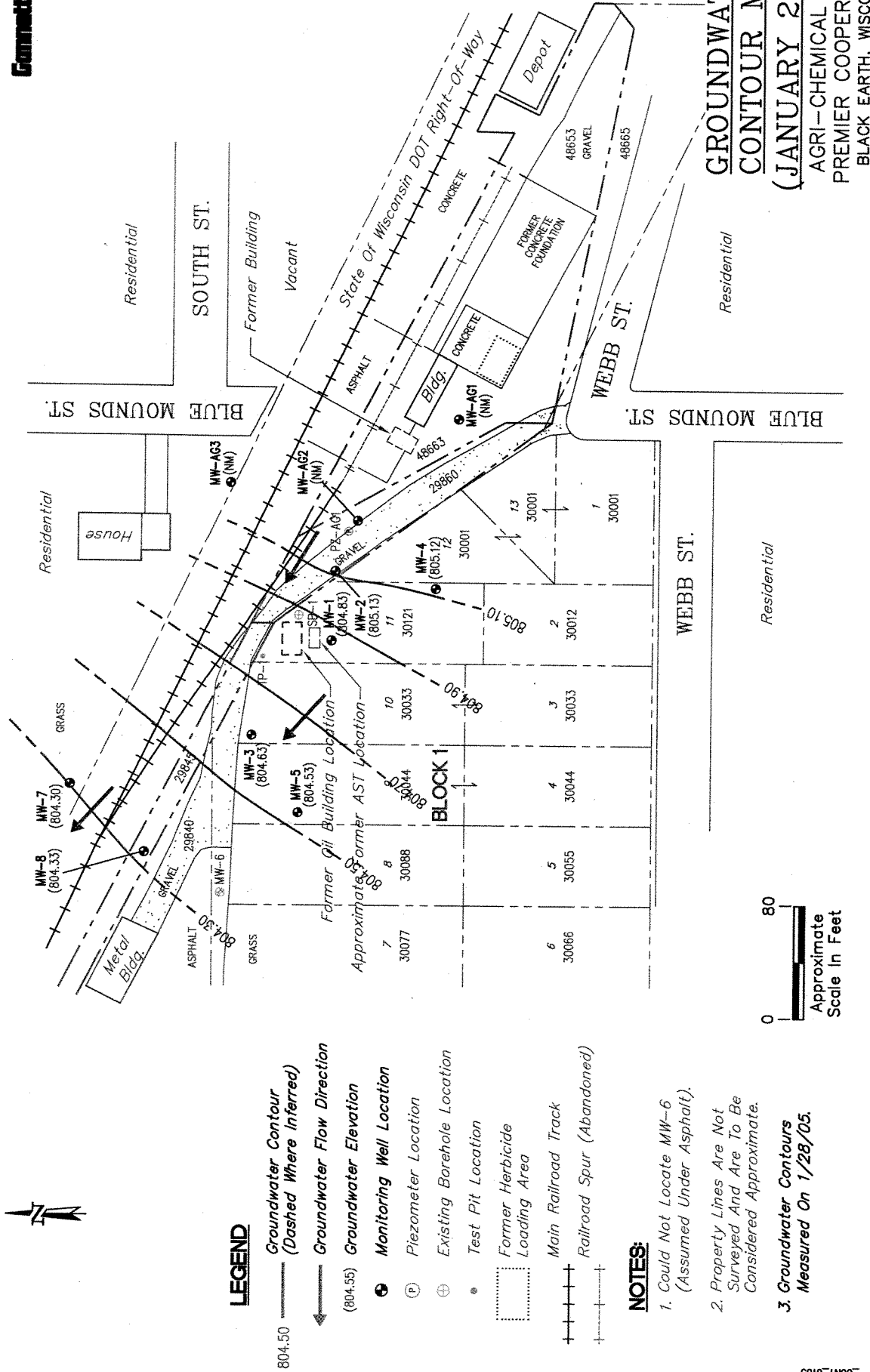
Monitoring wells MW-AG-1 through MW-AG-3 and PZ-AG-1 associated with Premier Cooperative's agricultural release site.

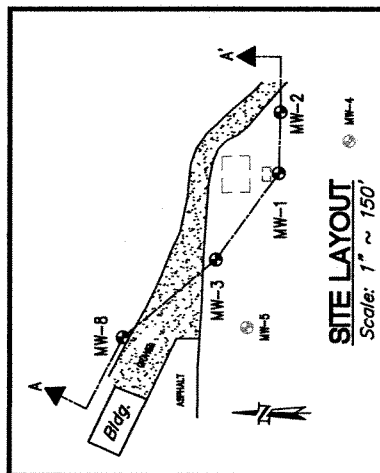
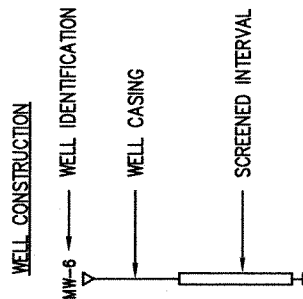
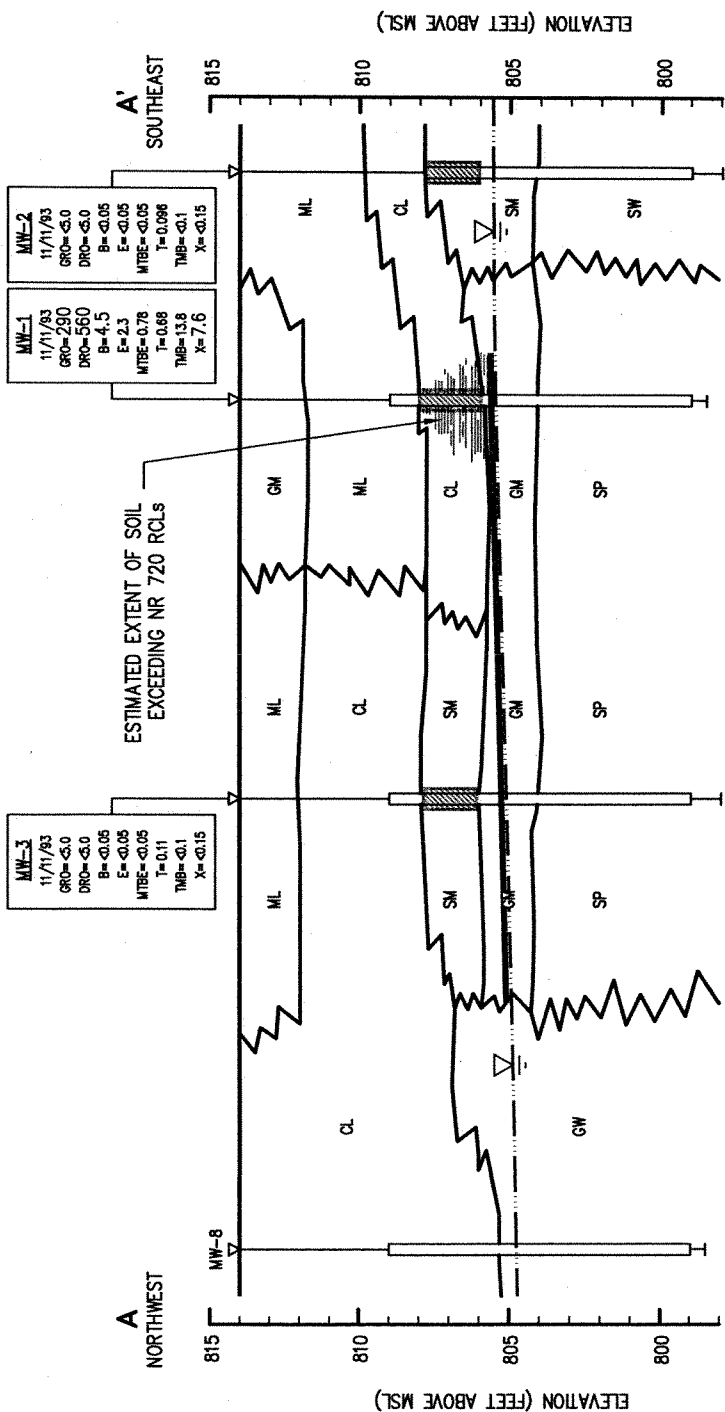
Gannett Fleming surveyed top of casing and ground elevations for MW-AG-1 through MW-AG-3, MW-8, and PZ-AG-1.

NI = Not Installed

AMSL = Above Mean Sea Level

UR= Monitoring well under road - could not locate.





**MW-1 = WELL ID.**  
11/11/93 = SAMPLE DATE  
GRO= GASOLINE RANGE ORGANICS  
DRD= DIESEL RANGE ORGANICS  
B= BENZENE  
E= ETHYLBENZENE  
MTBE= METHYL TERT BUTYL ETHER  
T= TOLUENE  
TMB= TRIMETHYLBENZENE  
X= XYLENES

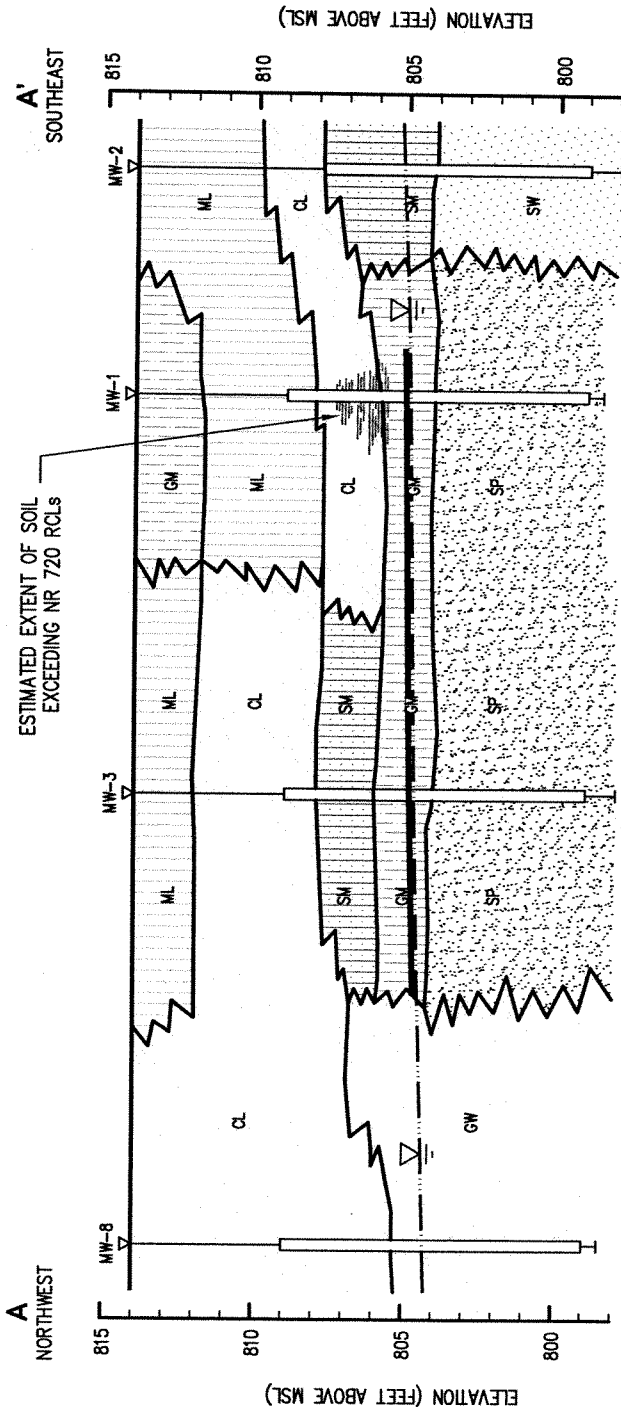
**NOTES:**  
ALL RESULTS ARE IN UNITS OF mg/kg  
DETECTED CONCENTRATIONS EXCEEDING AN NR 720 RCL ARE BOLD.

HORIZONTAL SCALE: 1" = 40'  
VERTICAL SCALE: 1" = 5'  
VERTICAL EXAGGERATION: 8x

# **PRE-REMEDIAL GEOLOGIC CROSS SECTION A-A'** PETROLEUM SITE PREMIER COOPERATIVE BLACK EARTH, WISCONSIN

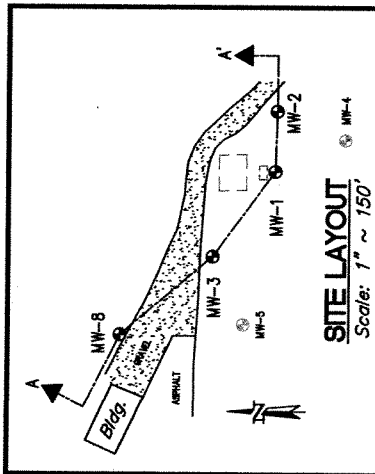
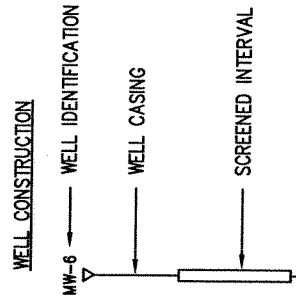
**LEGEND**

GW	WELL-GRADED GRAVELS/SAND
GM	GRAVEL-SAND-SILT MIXTURES
SW	WELL-GRADED SANDS OR GRAVELLY SANDS
SP	POORLY-GRADED OR GRAVELLY SANDS
SM	SAND-SILT MIXTURES
ML	SILTS AND VERY FINE SANDS
CL	CLAYS
	GEOLOGIC CONTACT (DASHED WHERE INFERRED)
	WATER TABLE ON 1/28/05
	APPROXIMATE LIMITS OF BENZENE EXCEEDING THE NR 140 PAL AS OF 1/28/05



HORIZONTAL SCALE: 1" = 40'  
VERTICAL SCALE: 1" = 5'  
VERTICAL EXAGGERATION: 8x

**POST-REMEDIAL  
GEOLOGIC CROSS  
SECTION A-A'**  
PETROLEUM SITE  
PREMIER COOPERATIVE  
BLACK EARTH, WISCONSIN





PREMIER COOPERATIVE.  
T8N, R6E, NE1/4 OF SW1/4 SECTION 26  
BLACK EARTH, WISCONSIN  
FORMER BULK FUEL STORAGE SITE  
WDNR BRRTS No. 02-13-001492  
COMM No. 53515-9418-09

To the best of my knowledge, I believe that the legal descriptions as stated in:

Lot 11 owned by Patron's Mercantile Cooperative (kna Premier Cooperative), 1009 Mills Street, Black Earth

(Soil and Groundwater Contamination):

Warranty Deed dated April 13, 1956, (Dane County Register of Deeds volume 656, page 501, document number 928972) parcel ID 0806-263-0121-9, which includes all of Lot 11 and the northern part of Lot 2, Block One, Webb and Warner's Addition in the Village of Black Earth; and

Lot 10 owned by Margaret Nelson, 1422 Webb Street, Black Earth

(Groundwater Contamination):

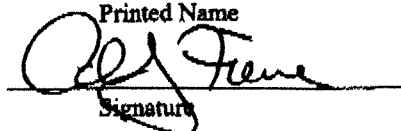
Termination of Joint Tenancy dated April 12, 1993, (Dane County Register of Deeds volume 22282, page 62, document number 2454253) parcel ID 0806-263-0033-6, which includes all of Lot 3 and Lot 10, Block One, Webb and Warner's Addition in the Village of Black Earth; and

Lot 9 owned by Kathleen Bullis Revocable Living Trust, 1432 Webb Street, Black Earth  
(Groundwater Contamination):

Warranty Deeds

dated July 13, 2004 (Dane Co. Reg. Of Deeds document number 3940701) and dated June 22, 2004 (Dane Co. Reg. Of Deeds document number 3931466) and dated May 5, 2004 (Dane Co. Reg. Of Deeds document number 3907771), and the Quit Claim Deed recorded on April 28, 1971 (Dane Co. Reg. Deeds volume 243, page 483 doc. num. 1288479) parcel ID 0806-263-0044-3 which includes Lots 4 and 9, Block One, Webb and Warner's Addition in the Village of Black Earth;

to be included with this Geographical Information System submittal to the Wisconsin Department of Natural Resources, are complete and accurate for all the properties associated with the Premier Cooperative petroleum release site (Wisconsin Department of Natural Resources BRRTS No. 02-13-001492, and Department of Commerce No. 53515-9418-09) in Black Earth, Wisconsin, with groundwater contamination that exceeded Ch. NR 140 enforcement standards and soil that exceeded the NR 720 at the time that closure was requested.

ANDREW J. FEENE  
Printed Name  
  
Signature

Gen Mgr/Treas.  
Title  
9/27/05  
Date

# **Premier Cooperative**

September 9, 2005

Margaret F. Nelson  
1422 Webb Street  
Black Earth, WI 53515

Re: Groundwater Contamination Notification  
Premier Cooperative, Black Earth  
WDNR BRRTS No. 02-13-001492  
COMM No. 53515-9418-09

Dear Ms. Nelson:

Groundwater containing benzene is present in the groundwater underneath your property located at 1422 Webb Street, Black Earth, Wisconsin (Lot 10, Parcel ID 0806-263-0033-6). Please see the enclosed map that shows the location of groundwater exceeding the applicable standard for benzene in January 2005. As a condition of case closure for an environmental impact of petroleum products, the Wisconsin Department of Commerce (COMM) requires that property owners down-gradient from the former bulk petroleum facility be notified of the groundwater contamination.

The level of benzene in the groundwater on your property is above the state groundwater enforcement standards found in Chapter NR 140, Wisconsin Administrative Code. However, the environmental consultant who did the investigation and monitoring of this contamination has informed me that this groundwater contaminant plume is stable or receding and will naturally degrade over time. I believe that allowing natural attenuation to complete the cleanup at this site will meet the requirements for case closure that are found in Chapter NR 726 and Chapter NR 746, Wisconsin Administrative Code, and I will be requesting that the COMM accept natural attenuation as the final remedy for this site and grant conditional case closure. Closure means that the COMM will not be requiring any further investigation or cleanup action. It will rely instead on natural attenuation.

Since the benzene contamination that may be present underneath your property did not originate on your property, neither you nor any subsequent owner of your property will be held responsible for investigation or cleanup of this groundwater contamination, as long as you and any subsequent owners comply with the requirements of Section 292.13, Wisconsin Statutes, including allowing others access to your property for environmental investigation or cleanup if access is ever required. For further information on the requirements of Section 292.13, Wisconsin Statutes, you may call 1-800-367-6076 for calls originating in Wisconsin or 608-264-6020 if you are calling from out of state or within the Madison area.

I have attached a copy of the Wisconsin Department of Natural Resources' (WDNR) publication #RR-589, "Fact Sheet 10: Guidance for Dealing with Properties Affected by Off-Site

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Contamination." This document provides detailed information for owners of property that have been affected by a nearby source of contamination.

The Department of Commerce will not review the closure request for at least 30 days after the date of this letter. As an affected property owner, you have a right to contact the COMM to provide any technical information you may have that indicates that closure should not be granted for this site. If you would like to submit any information to the COMM that is relevant to this closure request, you should mail that information to Alan Hopfensberger, Wisconsin Department of Commerce, 201 W. Washington Avenue, P.O. Box 8044, Madison, WI. 53707-8044.

If this case is closed by COMM, all properties within the site boundaries where groundwater contamination exceeds Chapter NR 140 groundwater enforcement standards will be listed on the WDNR's geographic information system (GIS) Registry of Closed Remediation Sites. The information on the GIS Registry includes maps showing the locations of properties in Wisconsin where groundwater contamination above Chapter NR 140 enforcement standards was still present at the time that the case was closed. This includes your property. This GIS Registry will be available to the general public on the WDNR's Internet web site.

Should you or any subsequent property owner wish to construct or reconstruct a well on your property, special well construction standards may be necessary to protect the well from the residual groundwater contamination. Any well driller who proposes to construct a well on your property in the future will first need to call the Diggers Hotline (1-800-242-8511) if your property is located outside the service area of a municipally-owned water system or contact the Drinking Water program within the WDNR if your property is located within the designated service area of a municipally-owned water system, to determine if there is a need for special well construction standards.

Once the COMM makes a decision on our closure request, it will be documented in a letter. If COMM grants closure, you may obtain a copy of its letter by requesting a copy from me, by writing to the agency address given above, or by accessing the WDNR GIS Registry of Closed Remediation Sites on the Internet at <http://www.dnr.state.wi.us/org/aw/r/gis/index.htm>. A copy of the closure letter is included as part of the site file in the GIS Registry of Closed Remediation Sites.

If you need more information, you may contact me at 501 West Main Street, Mount Horeb, (608) 437-5536 or you may contact Mr. Alan Hopfensberger, Wisconsin Department of Commerce, 201 W. Washington Avenue, P.O. Box 8044, Madison, WI. 53707-8044, phone number (608)-266-0562

Sincerely,

PREMIER COOPERATIVE

  
Andy Fiene

Enc.

# **Premier Cooperative**

September 9, 2005

Ms. Kathleen Bullis  
1432 Webb Street  
Black Earth, WI 53515

Re: Groundwater Contamination Notification  
Premier Cooperative, Black Earth  
WDNR BRRTS No. 02-13-001492  
COMM No. 53515-9418-09

Dear Ms. Bullis:

Groundwater containing benzene is present in the groundwater underneath your property located at 1432 Webb Street, Black Earth, Wisconsin (Lot 9, Parcel ID 0806-263-0044-3). Please see the enclosed map that shows the location of groundwater exceeding the NR 140 enforcement standard for benzene in January 2005. As a condition of case closure for an environmental impact of petroleum products, the Wisconsin Department of Commerce (COMM) requires that property owners down-gradient from the former bulk petroleum facility be notified of the groundwater contamination.

The level of benzene in the groundwater on your property is above the state groundwater enforcement standards found in Chapter NR 140, Wisconsin Administrative Code. However, the environmental consultant who did the investigation and monitoring of this contamination has informed me that this groundwater contaminant plume is stable or receding and will naturally degrade over time. I believe that allowing natural attenuation to complete the cleanup at this site will meet the requirements for case closure that are found in Chapter NR 726 and Chapter NR 746, Wisconsin Administrative Code, and I will be requesting that the COMM accept natural attenuation as the final remedy for this site and grant conditional case closure. Closure means that the COMM will not be requiring any further investigation or cleanup action. It will rely instead on natural attenuation.

Since the benzene contamination that may be present underneath your property did not originate on your property, neither you nor any subsequent owner of your property will be held responsible for investigation or cleanup of this groundwater contamination, as long as you and any subsequent owners comply with the requirements of Section 292.13, Wisconsin Statutes, including allowing others access to your property for environmental investigation or cleanup if access is ever required. For further information on the requirements of Section 292.13, Wisconsin Statutes, you may call 1-800-367-6076 for calls originating in Wisconsin or 608-264-6020 if you are calling from out of state or within the Madison area.

I have attached a copy of the Wisconsin Department of Natural Resources' (WDNR) publication #RR-589, "Fact Sheet 10: Guidance for Dealing with Properties Affected by Off-Site

Contamination." This document provides detailed information for owners of property that have been affected by a nearby source of contamination.

The Department of Commerce will not review the closure request for at least 30 days after the date of this letter. As an affected property owner, you have a right to contact the COMM to provide any technical information you may have that indicates that closure should not be granted for this site. If you would like to submit any information to the COMM that is relevant to this closure request, you should mail that information to Alan Hopfensberger, Wisconsin Department of Commerce, 201 W. Washington Avenue, P.O. Box 8044, Madison, WI. 53707-8044.

If this case is closed by COMM, all properties within the site boundaries where groundwater contamination exceeds Chapter NR 140 groundwater enforcement standards will be listed on the WDNR's geographic information system (GIS) Registry of Closed Remediation Sites. The information on the GIS Registry includes maps showing the locations of properties in Wisconsin where groundwater contamination above Chapter NR 140 enforcement standards was still present at the time that the case was closed. This includes your property. This GIS Registry will be available to the general public on the WDNR's Internet web site.

Should you or any subsequent property owner wish to construct or reconstruct a well on your property, special well construction standards may be necessary to protect the well from the residual groundwater contamination. Any well driller who proposes to construct a well on your property in the future will first need to call the Diggers Hotline (1-800-242-8511) if your property is located outside the service area of a municipally-owned water system or contact the Drinking Water program within the WDNR if your property is located within the designated service area of a municipally-owned water system, to determine if there is a need for special well construction standards.

Once the COMM makes a decision on our closure request, it will be documented in a letter. If COMM grants closure, you may obtain a copy of its letter by requesting a copy from me, by writing to the agency address given above, or by accessing the WDNR GIS Registry of Closed Remediation Sites on the Internet at <http://www.dnr.state.wi.us/org/aw/rr/gis/index.htm>. A copy of the closure letter is included as part of the site file in the GIS Registry of Closed Remediation Sites.

If you need more information, you may contact me at 501 West Main Street, Mount Horeb, (608) 437-5536 or you may contact Mr. Alan Hopfensberger, Wisconsin Department of Commerce, 201 W. Washington Avenue, P.O. Box 8044, Madison, WI. 53707-8044, phone number (608)-266-0562

Sincerely,

PREMIER COOPERATIVE

Andy Fiene

Enc.

9/9/05: Each got a complete copy mailed w/ both attach.  
03,

# Premier Cooperative

September 9, 2005

Tina Butteris  
Village Clerk  
Village of Black Earth  
1210 Mills Street  
Black Earth, WI 53515

Re: Groundwater Contamination Notification in Village of Black Earth Right-of-Way  
And Notification of Possible Monitoring Well Under South Street  
Premier Cooperative, Black Earth  
WDNR BRRTS No. 02-13-001492  
COMM No. 53515-9418-09

Dear Ms. Butteris:

Premier Cooperative recently completed a subsurface investigation of our property located along the current gravel portion of South Street, near the intersection of Webb and Blue Mounds Streets in the Village of Black Earth. Premier (fka Patrons' Mercantile Cooperative) purchased the property about 40 years ago from a private businessman who formerly used the property for a retail bulk fuel distribution operation, which included the above ground storage of petroleum products.

As part of this investigation, our environmental consultant identified groundwater containing benzene above its state groundwater enforcement standard as listed in Chapter NR 140, Wisconsin Administrative Code located in the groundwater underneath the right-of-way of South Street. Please see the enclosed map that shows the location of groundwater exceeding the NR 140 enforcement standard for benzene in January 2005.

Our environmental consultant has informed me that this groundwater contaminant plume is stable or receding and will naturally degrade over time. I believe that allowing natural attenuation to complete the cleanup at this site will meet the requirements for case closure that are found in Chapter NR 726 and Chapter NR 746, Wisconsin Administrative Code, and I will be requesting that the COMM accept natural attenuation as the final remedy for this site and grant conditional case closure. Closure means that the COMM will not be requiring any further investigation or cleanup action. It will rely instead on natural attenuation.

As a condition of case closure for the environmental spill of petroleum products, the COMM requires that all parties responsible for the maintenance of a public street be notified of the groundwater contamination.

I am also notifying the Village of the possible presence of a groundwater monitoring well that maybe located underneath South Street. Groundwater monitoring well MW-6 was installed in 1994 and in the right-of-way of South Street. This well was located in the right-of-way north of Lot 8, Block One, Webb and Warner's Addition (parcel ID 0806-263-0088). At this time, this portion of the road was not paved. Sometime after 1994, this portion of South Street was paved with asphalt. Monitoring well MW-6 may have been covered with asphalt at this time. Our current consultants have not been able to locate this well. If during street maintenance, you encounter this well, please contact me at the address below and we will have the well properly abandoned according to Chapter NR 141 of the Wisconsin Administrative Code.

If this case is closed by COMM, all properties within the site boundaries where groundwater contamination exceeds Chapter NR 140 groundwater enforcement standards will be listed on the WDNR's geographic information system (GIS) Registry of Closed Remediation Sites. The information on the GIS Registry includes maps showing the locations of properties in Wisconsin where groundwater contamination above Chapter NR 140 enforcement standards was still present at the time that the case was closed. This GIS Registry will be available to the general public on the WDNR's Internet web site.

Once the COMM makes a decision on our closure request, it will be documented in a letter. If COMM grants closure, you may obtain a copy of its letter by requesting a copy from me, by writing to the agency address given above, or by accessing the WDNR GIS Registry of Closed Remediation Sites on the Internet at <http://www.dnr.state.wi.us/org/aw/r/gis/index.htm>. A copy of the closure letter is included as part of the site file in the GIS Registry of Closed Remediation Sites.

If you need more information, you may contact me at 501 West Main Street, Mount Horeb, (608) 437-5536 or you may contact Mr. Alan Hopfensberger, Wisconsin Department of Commerce, 201 W. Washington Avenue, P.O. Box 8044, Madison, WI. 53707-8044, phone number (608)-266-0562

Sincerely,

PREMIER COOPERATIVE

  
Andy Fiene

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